City of Franklin, Tennessee Request for Proposals

Purchasing Office Solicitation No.: 2017-004

1. Solicitation identified: This Request for Proposals applies to the following procurement:

   sanitary sewer pretreatment program support services

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2. Notice to Proposers publication date: **September 8, 2016**

3. Solicitation release date: **September 8, 2016**

4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **September 29, 2016, 2:00 p.m. Central Time**

5. Proposals submittal deadline and scheduled opening: **October 11, 2016, 2:00 p.m. Central Time**

6. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **November 4, 2016**

7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **November 22, 2016**

8. Objective: To secure, by means of a competitive procurement process, the selection of a responsive and responsible proposal, that best meets the needs of the City of Franklin, to furnish all labor, materials and means necessary to provide the City of Franklin Water Management Department with sanitary sewer pretreatment program support services as required. See the accompanying Instructions for Proposers for additional information and instructions.

9. Exceptions:

   a. In order to avoid the need to take an exception to this procurement solicitation, potential proposers may request revisions to the same before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation. See the accompanying Instructions for Proposers for contact information.

   b. Any deviation or variance from this procurement solicitation shall be considered to be an exception.

   c. Any exceptions to this procurement solicitation shall be listed in detail in a separate document to be prepared by the proposer. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should

be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the proposal.

10. General terms and conditions:

    a. Proposal price: The proposal price shall include all equipment, labor, materials, permit(s), freight and required insurance to render the specified service(s).

    b. Delivery terms: As a matter of practice, the City of Franklin expects vendor to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.

    c. Payment terms: As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City's preferred payment terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

    d. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in this procurement solicitation the same as though they are written out in full herein.

    e. Use of subcontractors: The successful proposer may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.

    f. Safe work area: The successful proposer will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the proposer and/or the proposer's subcontractors, if any.

    g. Other documents to be required of successful proposer: See the accompanying "Instructions for Proposers" for a listing of other documents to be required of the successful proposer.

    h. Damages: The successful proposer shall be responsible for any damages it causes in the course of performing the specified service(s), and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.

i. Terms and Conditions: By submitting its proposal, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.

j. Refusal to honor submittal: If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.

k. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its proposal, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.

l. Drug-free workplace. The City is requiring respondents to this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete proposal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

> The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

11. Detailed requirements: Please note:

- Proposers are required to submit with their proposal a detailed description of all proposed products, items and/or services.
- Any exceptions to this procurement solicitation shall be listed in detail in a separate document to be prepared by the proposer. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.

A. INTRODUCTION

The City of Franklin, Tennessee (the City) is soliciting proposals for sanitary sewer pretreatment program support services. Services to be provided include:

- Fats, Oils & Grease (FOG) program support services; and
- Industrial Pretreatment (IPP) program support services.

At any point in the selection process, the proposer may be requested to submit information supplemental to its proposal. All proposals will be evaluated based on the selection criteria identified below. The City may choose to interview one or more of the finalists.

B. TERM OF AWARD; FEES

The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of three (3) years, effective upon acceptance by the City. At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the vendor may exercise an option to extend the term of award twice, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

Quoted fees for services shall be all inclusive for all services within the scope of work. City hereby specifically rejects any non-quoted fee or other surcharge for services within the scope of work.

C. SCOPE OF WORK

1. Fats, Oils & Grease (FOG) Program Support:

a. Food Service Establishment (FSE) inspections, including database updates and FOG program material handouts for distribution during inspections (estimated annual quantity: 400 inspections).

b. Noncompliance Notification (NCN) follow-up inspections at FSEs that have not responded to NCNs, or not provided complete information in the response (estimated annual quantity: 40 inspections).

c. Residential FOG Control Education and Awareness (estimated annual quantity: 1).

d. Consultation as necessary, commercial pretreatment assistance, annual report, special reports, training classes, presentations, educational materials (estimated annual quantity: 60 hours).

e. Optional web-based FOG tracking database hosted by vendor, to include data management and providing custom reports as requested (estimated annual quantity: 12 months).

2. Industrial Pretreatment (IPP) Program Support:

a. Industrial inspections, including review of items identified by TDEC and EPA in their Significant Industrial Users (SIU) inspection forms, and delivery of inspection results to City's IPP Coordinator for review and filing (estimated annual quantity: 6 inspections).

b. TDEC annual IPP report submitted to City's IPP Coordinator for review (estimated annual quantity: 1).

c. Special reports, enforcement response, follow-up actions, potential Industrial User (IU) inspections, other IPP-related work, including reviewing SIU results, drafting NOVs or responses as determined by the City's IPP Coordinator, and, as authorized by the City, completing IPP-related tasks to meet regulatory requirements, checking potential IUs and improving the IPP program as necessary (estimated annual quantity: 20 hours).

D. CONTRACT

Proposals shall include any form of contract proposed for the services offered. The terms and conditions of any proposed contract shall be not inconsistent with the City's Standard Procurement Terms and Conditions. The final terms and conditions of any contract by and between the City and the proposer to be awarded the procurement shall be subject to the mutual approval of both parties. A contract supplied by the proposer is not required.

E. SELECTION CRITERIA

At any point in the selection process, the proposer may be requested to submit information supplemental to its proposal. If deemed necessary, personal interviews may be conducted with representatives of one, some or all of the proposers.

Proposals will be reviewed and evaluated by a proposal evaluation team. Criteria to be used in evaluating the proposals shall include the following:

1. Qualifications, capabilities and accessibility of the firm and service team that will be working with the City (30% of total score).

2. Fees applicable throughout the term of award, including any option to extend the term of award if exercised, with more points awarded to lower pricing (30% of total score).

3. Prior experience with local government (20% of total score).

4. Degree to which the proposal conveys an understanding of the City's needs; soundness of proposed methodology and approach; clarity of proposed pricing; clarity of payment timing; quality and timeliness of processing, reporting and online features (15% of the total score).

5. Intangibles, to include submittal quality (how clearly and thoroughly the respondent provided the information requested in the Request for Proposals, and how well the respondent followed the instructions accompanying the Request for Proposals) (5% of the total score).

F. PROPOSAL

The following information shall be included by the potential service provider in its submittal in order for it to be considered responsive:

1. Describe how the proposer would provide the scope of work listed above, including a detailed description of all proposed products, items and/or services.
2. Provide sufficient information necessary for the City to evaluate the proposal against the selection criteria listed above.
3. Overview of the firm including organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history.
4. Describe the firm's experience, expertise, and capabilities, especially with respect to similar scopes of service and clients, that makes it well qualified for the scope of services that would be rendered pursuant to this request for proposals.
5. Identify key personnel that would be assigned to the City, and identify each individual's education, certifications, experience, and qualifications that makes him/her well qualified for the scope of services that would be rendered pursuant to this request for proposals.
6. Indicate the degree of availability of each identified individual. Identify the foreseeable number of other clients that would be managed by key personnel during the timeframe of this term of award.
7. Identify how long the organization has been providing the services being requested.
8. List at least three (3) but no more than five (5) clients for whom, within the last three (3) years, the firm has provided services closely resembling the services being requested. For each client, describe the type of work performed by the firm, indicate similarities and differences of the client with the City of Franklin, and note the period of time the firm was or has been retained as a client. For each client, include the name, title, street address, current e-mail address, and current telephone number of the person best informed and qualified to speak about the services rendered that the City of Franklin may contact as a reference for that client.
9. Indicate the presence or absence of any conflict of interest between the firm and/or its key personnel and the City.
10. Describe the firm's financial wherewithal to perform the services requested.
11. Indicate the ability of the firm to meet the City's insurance requirements (see below).
12. Provide evidence that you understand the City's needs as described in the Request for Proposals.
13. Identify, describe and explain the proposed methodology and approach to achieving the City's desired results and outcomes.
14. Explain the proposed fee or schedule of fees, including details of itemized and any unit pricing and any expenses to be passed on to the City, including travel. Clarity to avoid misunderstandings is valuable.

15. Indicate how often and when payments would be due.
16. Identify the amount of the proposed fee or schedule of fees, including details of itemized and any unit pricing and any expenses to be passed on to the City.
17. Any travel expenses to be passed on to the City shall be in terms of a per diem not to exceed the U.S. General Services Administration's then-current per diem rates for Franklin, Williamson County, TN, to include as applicable, airfare, car rental, fuel, mileage, parking, lodging and meals.

G. INSURANCE REQUIREMENTS

Before award of the procurement by the City, the successful proposer (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	$1,000,000 Each Occurrence $2,000,000 General Aggregate $1,000,000 Personal and Advertising Injury $2,000,000 Products-Completed Operations Aggregate Primary and Non-Contributory Coverage Include Waiver of Subrogation	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured, with copy of Additional Insured endorsement attached, for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured, with copy of Additional Insured endorsement attached
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	$1,000,000 Bodily Injury Each Accident $1,000,000 Policy Limit Bodily Injury by Disease $1,000,000 Each Employee Bodily Injury by Disease Include Waiver of Subrogation	Certificate Holder* only
Installation Floater	Total insurable property value of installation and materials for value of bid	Certificate of Insurance shall include the City of Franklin as Loss Payee

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful proposer shall immediately suspend work or supply unless and until it provides one or more unexpired

replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful proposer shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

The successful proposer agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.