City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2017-003

1. Solicitation identified: These specifications apply to the following procurement:

   after-market up-fitting of a minimum of fifteen (15) police vehicles

   Purchasing Office Solicitation No.: 2017-003

2. Notice to Bidders publication date: **September 15, 2016**

3. Solicitation release date: **September 15, 2016**

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

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

6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **October 28, 2016 or 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 lowest and best responsive and responsible bid: **November 8, 2016 or November 22, 2016**

8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and/or install certain after-market equipment and ancillary parts as specified below for a minimum of fifteen (15) new police vehicles. See the accompanying Instructions for Bidders for additional information and instructions.

9. Exceptions:

   a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.

   b. Any deviation or variance from the City's specifications shall be considered to be an exception.

   c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. 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 bid.

10. General terms and conditions:

a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).

b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contactor licenses; state, county and/or city business licenses; and construction and/or building permits.

c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder 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 bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or 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.

d. 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 bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or 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.

e. 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 these specifications the same as though they are written out in full herein.

f. Use of subcontractors. The successful bidder 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.

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

h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.

i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.

j. Standard Procurement Terms and Conditions. By submitting its bid, 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.

k. 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.

l. 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 bid, 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.

m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder 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 specifications: Please note:

- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. 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.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

11.1. **General**.

11.1.1. _____ The bidder who is awarded the purchase pursuant to this procurement solicitation shall supply and/or install certain after-market equipment and ancillary parts as specified below for a minimum of fifteen (15) new police vehicles.

11.1.2. _____ The vehicles themselves shall be purchased as a separate transaction and are already on order. All fifteen (15) new police vehicles are to be 2017 Ford Utility Police Interceptor, Sport Utility AWD, Base K8A. See Appendix A, Dealer's Description of Vehicles as Ordered, available upon request made to the City of Franklin Purchasing Office (purchasing@franklintn.gov), for a detailed description of the vehicles themselves as ordered.

11.1.3. _____ To render the specified services, the bidder who is awarded the purchase pursuant to this procurement solicitation may, after the City takes delivery of the vehicles from the dealer from which the City is purchasing the vehicles, using its own labor and tools, either:

11.1.3.1. shall pick up the vehicles (or arrange for the vehicles to be picked up) from the City, between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except holidays observed by the City, at the following City facility:

City of Franklin Fleet Maintenance
124 Lumber Drive, Building No. 2
Franklin, TN 37064

take the vehicles (or arrange for the vehicles to be brought) to the up-fitter's location, and return (or arrange for the return of) the vehicles, as soon as possible after rendering the specified services, to the City, between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except holidays observed by the City, at the same location as where the vehicles were picked up, all at the up-fitter's expense and at no additional charge to the City; or

11.1.3.2. shall render such services, between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except holidays observed by the City, at a City facility (with final determination as to which location to be made after award of the purchase pursuant to this procurement solicitation and exclusively by the City but after consultation with the up-fitter), at the up-fitter's expense and at no additional charge to the City.

11.1.4. _____ Bidder shall indicate on the Bid Submittal Form the estimated time of completion of project, including delivery of the last vehicle back to the City, if applicable, measured in number of calendar days after receipt of notice to proceed. The notice to proceed shall not be issued by the City until after the City issues a notice of award (expected to be on or about either November 11, 2016 or November 28, 2016) and the City has taken delivery of the vehicles from the dealer from which the City is purchasing the vehicles (expected to be between December 8, 2016 and December 22, 2016).

11.1.5. _____ Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.

11.1.6. _____ Bid pricing shall include the bidder furnishing and supplying all necessary labor, tools, equipment, supplies, materials and other items required to complete the project.

11.1.7. _____ Documentation, including warranties for any installed products, equipment and accessories supplied by the installer, as well as any available operator and service manuals, shall be provided upon delivery of the first vehicle back to the City.

11.1.8. _____ Bidder shall be certified to install Arbitrator Camera Systems, and shall include with its bid documentation evidencing such certification.

11.1.9. Warranties and guarantees:

11.1.9.1. _____ Bid pricing shall include manufacturers' standard warranties for all installed products, equipment and accessories supplied by the installer.

11.1.9.2. _____ For any installed products, equipment and accessories supplied by the installer that are not specified by the City as brand-specific, bidder shall supply a description of the manufacturers' standard warranties along with its completed Bid Submittal Form.

11.1.9.3. _____ Bid pricing shall include installer's standard guarantee of workmanship, to be for a minimum of one (1) year, for all installed products, equipment and accessories.

11.1.9.4. _____ Bidder shall supply a description of the installer's standard guarantee along with its completed Bid Submittal Form.

11.1.9.5. _____ After up-fitted vehicles are put into service, in the event of the need for repairs that would be covered by warranty for installed products and/or installer's standard guarantee of workmanship, then the up-fitter shall bear the expense (including lines and limits of insurance coverage that meet or exceed the City's insurance requirements for the up-fitting services to be rendered pursuant to this procurement solicitation, any necessary transportation of up-fitted vehicles both from City of Franklin Fleet Maintenance to the up-fitter's location and from the up-fitter's location to City of Franklin Fleet Maintenance, and including any necessary travel-related expenses for up-fitter's qualified technicians and/or other representatives both from the up-fitter's location to City of Franklin Fleet Maintenance and from City of Franklin Fleet Maintenance to the up-fitter's location) of making those repairs, at no additional charge to the City, whether at the up-fitter's location or at City of Franklin Fleet Maintenance. Upon discovering the need for the repairs, the determination as to whether the repairs are to be made at the up-fitter's location or at City of Franklin Fleet Maintenance is to be made exclusively by the City but after consultation with the up-fitter.

11.1.10. Insurance requirements:

11.1.10.1. _____ Before award of the procurement by the City, the bidder 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:

11.1.10.1.1. If the specified services (or any necessary repairs that would be covered by warranty for installed products and/or installer's standard guarantee of workmanship) are to be rendered at the up-fitter's location, then:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Garage Liability	$1,000,000 Each Occurrence $2,000,000 General Aggregate	Certificate Holder* only
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
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	Certificate Holder* only
Garagekeepers Direct Legal Liability	$500,000	Certificate Holder* only

*Certificate Holder shall be listed as follows:

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

11.1.10.1.2. If the specified services (or any necessary repairs that would be covered by warranty for installed products and/or installer's standard guarantee of workmanship) are to be rendered at the City's specified location, then:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	$1,000,000 Each Occurrence $1,000,000 General Aggregate $1,000,000 Personal and Advertising Injury $1,000,000 Products-Completed Operations Aggregate (Waiver of Subrogation Required)	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with copy of Additional Insured endorsement attached
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
Workers Compensation	Statutory limits (Waiver of Subrogation Required)	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	Certificate Holder* only

*Certificate Holder shall be listed as follows:

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

11.1.10.2. _____ If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the supply, delivery and City's acceptance of the ordered products and services pursuant to this procurement solicitation, then the successful bidder 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.

11.1.10.3. _____ In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the supply, delivery and City's acceptance of the ordered products and services pursuant to this procurement solicitation, then the successful bidder 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.

11.1.10.4. _____ The successful bidder 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.

11.2. **Detailed**.

11.2.1. _____ Bidders are required to supply along with their completed Bid Submittal Form a summary description of the products and services included in their bid pricing.

11.2.2. _____ For any installed products, equipment and accessories supplied by the installer that are not specified by the City as brand-specific, manufacturer's literature shall be furnished by the bidder along with its completed Bid Submittal Form.

11.2.3. _____ Bidder shall supply and install the after-market components for the vehicles in accordance with the quantities and allocation of responsibility specified in Appendix B, Components to be Installed by Up-Fitter, available upon request made to the City of Franklin Purchasing Office (purchasing@franklintn.gov).

11.2.4. _____ Included in Appendix B is the Graphics and Numbers for Marked Vehicles. The final graphics design, dimensions and layout for the model vehicle to which this procurement solicitation pertains may be modified by the bidder to which the procurement is awarded from that shown in Appendix B but only to the extent either necessary to be suitable for the model vehicle to which this procurement solicitation pertains or otherwise preferred by the Franklin Police Department, and only pursuant to the approval of Franklin Police Department.