City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2017-002

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

   supply and delivery upon demand of an unknown quantity of winterized diesel fuel to multiple delivery sites during a term of service

   Purchasing Office Solicitation No.: 2017-002

2. Solicitation release date: **October 6, 2016**

3. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **October 11, 2016, 2:00 p.m. Central Time**

4. Bids submittal deadline: **October 13, 2016, 2:00 p.m. Central Time**

5. Tentative date of release of City's tabulation of bids received and notice of intent to award: **October 18, 2016**

6. Tentative date of award: **October 27, 2016**

7. Tentative effective date: **November 1, 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 deliver upon demand of an unknown quantity of winterized diesel fuel to multiple delivery sites during a term of service, as specified below. 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 expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. 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 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 at the successful bidder's own expense and at no additional charge to the City.

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's 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. _____ The City of Franklin seeks a competent, reputable and reliable diesel fuel supply and delivery service provider to supply and deliver upon demand an unknown quantity of winterized diesel fuel to multiple delivery sites, as specified below.

11.2. _____ The diesel fuel to be supplied and delivered pursuant to this procurement solicitation shall be winterized ultra-low-sulfur diesel fuel for all delivery sites.

11.3. _____ The City of Franklin is exempt from United States and Tennessee fuel taxes. Quoted pricing shall exclude United States and Tennessee fuel taxes.

11.4. _____ Pricing for the winterized ultra-low-sulfur diesel fuel shall be quoted on a cost-plus basis, per gallon, with cost defined as the wholesale rack average for ultra-low-sulfur diesel fuel at the Nashville terminal.

11.5. _____ Pricing for the winterized diesel fuel as quoted shall include the winterizing treatment additive and delivery to the City's sites.

11.6. _____ Other than the supplier's cost of the winterized diesel fuel to be delivered, as such cost is defined above, any changes to the supplier's and/or service provider's cost of doing business and/or service delivery shall be absorbed by the supplier and/or service provider and shall not be subject to pass-through to the City.

11.7. _____ The margin component of the quoted pricing for the winterized diesel fuel shall be held and remain constant throughout the term of service, and shall apply for any and all uses and locations as determined by the City, including those that may be identified during the term of service.

11.8. _____ The term of service shall commence on or about November 1, 2016 and shall conclude approximately fourteen (14) months later, on or about December 31, 2017, without options to extend. (If the City wishes to outsource this or similar service thereafter, it will solicit new bids.)

11.9. _____ The winterized diesel fuel is intended for the following uses: (a) small equipment housed at The Park at Harlinsdale Farm; (b) generators at multiple remote locations; and (c) other uses that may be identified by the City during the term of service, possibly including City fleet vehicles that operate on the road.

11.10. _____ Total quantity of fuel to be supplied and delivered pursuant to this procurement solicitation during the term of service is unknown at this time. However, the City anticipates requiring approximately 9,000 gallons per year (approximately 6,000 gallons at The Park at Harlinsdale Farm and approximately 3,000 gallons at the generator sites). The City offers this total estimate for informational purposes only and not as a guaranteed minimum or guaranteed maximum.

11.11. _____ During the term of service, the City anticipates all deliveries of winterized diesel fuel to be scheduled in advance for a date and time to be mutually acceptable to both the City and the supplier, or to be made within seven (7) calendar days after receipt of order.

11.12. _____ Deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday, except holidays recognized by the City.

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

11.14. The winterized diesel fuel delivery sites, frequencies and estimated quantities are anticipated to be as follows:

11.14.1. For the small equipment housed at The Park at Harlinsdale Farm (239 Franklin Road, Franklin, TN 37064):

11.14.1.1. _____ During the mowing season (about 35 weeks per year), the Parks Department anticipates using and needing delivered approximately 500 gallons once every three weeks.

11.14.1.2. _____ During the non-mowing season (about 17 weeks per year), the Parks Department anticipates using approximately 25 gallons once every three weeks, but anticipates not requesting delivery until whenever the fuel storage tank is at or less than approximately one-quarter (25%) full.

11.14.2. _____ For the generators at multiple remote locations as indicated in Appendix A, "Generator Delivery Site Names and Locations" (available to potential bidders upon request made to the City of Franklin Purchasing Office (purchasing@franklintn.gov)), fill each fuel tank to capacity (unless otherwise noted in Appendix A) once every six (6) months.

11.14.3. _____ During the term of service, if the City identifies other uses of the winterized diesel fuel and/or additional delivery sites and delivery frequencies, then the same pricing quoted for the specific uses already anticipated by this procurement solicitation shall also apply to any additional uses and/or locations so identified by the City.

11.15. _____ Pricing for the fuel shall include delivery and pumping into the fuel storage tank. The fuel delivery service provider shall supply its own hose and ability to pump or gravity-feed the fuel from the delivery truck into the fuel storage tank.

11.16. _____ Some of the delivery sites are secured. Access to these sites must be pre-arranged with the City.

11.17. _____ Some of the delivery sites have gravel driveways, and some of the driveways have a steep grade.

11.18. _____ Delivery may be accompanied (in a separate vehicle) by a representative of the City of Franklin.

11.19. _____ Invoice shall be itemized by delivery site, delivery date, type and quantity (in gallons) of fuel delivered, and cost and quoted margin per gallon.

11.20. _____ The City of Franklin reserves the right to reject any and all quotes, and to waive formalities.

11.21. _____ Any award shall be memorialized by execution of a Procurement Agreement.

11.22. _____ Any award is not final unless and until City executes City Procurement Agreement and City Purchasing Manager issues a signed notice of award.

11.23. Insurance requirements:

11.23.1. _____ Before award of the procurement by the City, the successful bidder (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	Required of
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	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with copy of Additional Insured endorsement attached	Both supplier and hauler
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	Only hauler
Workers Compensation	Statutory limits	Certificate Holder only	Only hauler
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	Only hauler
Environmental liability including bodily injury, property damage, legal expenses, and clean-up costs related to the pollution liability exposure associated with the transport of chemical products	$1,000,000 combined single limit	Certificate Holder only	Only hauler

*Certificate Holder shall be listed as follows:

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

11.23.2. _____ If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the term of service, 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.

11.23.3. _____ In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the term of service, 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.

11.23.4. _____ 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.