City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2017-005

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

servicing public refuse collection containers located in downtown Franklin for a specified term of service

Purchasing Office Solicitation No.: 2017-005

2. Solicitation release date: **October 7, 2016**

3. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **October 13, 2016, 2:00 p.m. Central Time**

4. Bids submittal deadline and scheduled opening: **October 18, 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 20, 2016**

6. Tentative date of award: **October 28, 2016**

7. Tentative effective date: **October 31, 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 service public refuse collection containers located in downtown Franklin for a specified term of service. 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 service provider to service the approximately 45 public refuse collection containers located in areas of downtown Franklin as identified below, with services as specified below to be rendered either three (3) days per week (Friday through Sunday only) or seven (7) days per week (Monday through Sunday), for a term of service as specified below.

11.2. _____ The areas of downtown Franklin with public refuse collection containers to be serviced include, but are not limited to, East Main Street between 1st Ave. and 3rd Ave., Main Street between 3rd Ave. and 5th Ave., West Main Street between 5th Ave. and 6th Ave., 5th Ave. North between Main Street and Del Rio Pike, Columbia Ave. between Main Street and Fowlkes Street, and, possibly, Franklin Rd. between 1st Ave. and Liberty Pike. A map depicting current locations of the containers to be serviced is attached as Appendix A.

11.3. _____ As released with this procurement solicitation, Appendix A (the map depicting current locations of the containers to be serviced) indicates 42 decorative containers plus one (1) Big Belly solar powered trash compactor. The City's needs may be updated during the term of service both as to quantity and location of containers.

11.4. The services to be rendered shall include:

11.4.1. _____ For the decorative containers, emptying the container daily (regardless of how full the container is) and cleaning the container at least weekly but as often as needed in order to maintain an attractive appearance and be odor free when empty of refuse.

11.4.2. _____ For the Big Belly solar powered trash compactor, unless and until it is removed from service, emptying the container at least once every three days but whenever it is at least one-half full, and cleaning the container at least weekly but as often as needed in order to maintain an attractive appearance and be odor free when empty of refuse.

11.4.3. _____ Waste collected by the service provider pursuant to this request for quotes shall be disposed of by the service provider at a permitted facility capable of receiving and appropriately handling Class I solid waste at the service provider's own expense and at no additional charge to the City.

11.5. _____ The emptying and cleaning services shall be rendered between the hours of 6:00 a.m. and 8:00 a.m. Central Time.

11.6. _____ The term of service shall commence on or about November 7, 2016 and shall conclude exactly 52 weeks later, on or about November 5, 2017, without options to extend. (If the City wishes to outsource this or similar service thereafter, it will solicit new bids.)

11.7. _____ Except for the two holidays of Thanksgiving Day (the fourth Thursday of November) and Christmas Day (December 25), the emptying and cleaning services shall be rendered every contracted day of every week throughout the term of service. On Thanksgiving Day and Christmas Day, the emptying and cleaning services shall not be rendered.

11.8. _____ Bidders shall offer bid pricing for services to be rendered both three (3) days per week (Friday through Sunday only) and seven (7) days per week (Monday through Sunday).

11.9. _____ After all received bids have been evaluated by the City, the City shall determine whether to procure services to be rendered three (3) days per week (Friday through Sunday only) or seven (7) days per week (Monday through Sunday).

11.10. _____ Container capacity for the decorative containers may be as small as 32 gallons or as large as 62 gallons. Container capacity for the one Big Belly solar powered trash compactor currently in use is 36 gallons.

11.11. _____ Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, vehicles, equipment, supplies, materials and other items required to render the specified services, including disposable/replaceable liners for the Big Belly solar powered trash compactor currently in use. (The decorative containers do not utilize disposable/replaceable liners.)

11.12. _____ Service provider chosen shall abide by City of Franklin Municipal Code, Title 11 ("Municipal Offenses"), Chapter 4 ("Offenses Against the Peace and Quiet"), Section 11-403 ("Unnecessary noise standard") and Section 11-404 ("Loud, unusual or unnecessary noises prohibited; criteria; other prohibited noises") (attached as Appendix B). Appendix B prohibits servicing the containers other than between the hours of 6:00 a.m. and 9:00 p.m. unless special permission from the City Administrator is sought and obtained.

11.13. _____ The emptying and cleaning services shall be rendered (a) in such a way as to minimize risk of bodily injury and property damage, including for the service provider, owners and tenants of adjacent properties and the general public, (b) in accordance with industry standards and best practices for the collection of solid waste while operating a vehicle in traffic, and (c) in such a way as to minimize disruption to vehicular and pedestrian traffic.

11.14. _____ Service provider shall require its employees, while in the course of servicing any of the containers, to wear a safety vest with reflective stripes, gloves and safety shoes.

11.15. _____ The service provider shall be responsible for any damages it causes in the course of performing the specified services, including to facilities, buildings or grounds, and shall repair or replace any damaged property to the satisfaction of the owner of the damaged property at the service provider's own expense and at no additional charge to the City.

11.16. Insurance requirements:

11.16.1. _____ Before commencement of delivery of the services pertaining to this procurement, the service provider 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	$500,000 Each Occurrence $500,000 General Aggregate $500,000 Personal and Advertising Injury $500,000 Products-Completed Operations Aggregate	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	$500,000 Bodily Injury Each Accident $500,000 Policy Limit Bodily Injury by Disease $500,000 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

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

11.16.3. _____ 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, then the service provider 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.

11.16.4. _____ The service provider 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.

11.17. _____ Pricing shall be quoted on a per-container-per-day basis for approximately 45 public refuse containers in downtown Franklin.

11.18. _____ Unit pricing as bid on a per-container-per-day basis shall be held and remain constant throughout the term of service.

11.19. _____ Any changes to cost of doing business and/or service delivery shall be absorbed by the service provider and shall not be subject to pass-through to the City (i.e., disposal fees, fuel increases, etc.).

11.20. _____ Invoices shall be itemized with the quantity of containers serviced per day, the number of service days during the billing period and the unit pricing quoted to the City.

11.21. _____ Invoices shall be provided to the City at a frequency of the service provider's choosing but not more frequently than twice monthly (once per half-month) and not less frequently than quarterly (once per three months).

11.22. _____ The bidder must have, during the twelve months immediately preceding the bid submittal deadline, a pattern and practice of meeting, in a timely manner, any financial obligations it has had to the City.