

ITEM #10
2011-016 RFP Package
BOMA
3/22/11

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written proposals in the City's Purchasing Office, City Hall, Suite 107, 109 Third Avenue South, Franklin, TN 37064, until **2:00 p.m.** Central Time on **February 17, 2011**, at which time and location they will be publicly opened, for the following procurement:

**group employee insurance benefits consulting services
(Purchasing Office Solicitation No. 2011-016)**

Proposals must be prepared and submitted in accordance with the City's request for proposals and other procurement documents pertaining to this solicitation, available at the Purchasing Office or upon electronic request made to purchasing@franklintn.gov (please reference the Purchasing Office solicitation number listed above). The City reserves the right to reject any and all proposals, and to waive formalities.

For additional information, contact the Purchasing Office, 615/550-6692.

{text below this line not to be published}

DATE OF PUBLICATION OF THIS NOTICE TO PROPOSERS: **February 3, 2011**

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2011-016

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

group employee insurance benefits consulting services
Purchasing Office Solicitation No.: 2011-016
2. Solicitation packet component documents: These Instructions for Proposers accompany the following documents which, in total, represent the complete solicitation packet:
 - a. Notice to Proposers;
 - b. Instructions for Proposers (this document);
 - c. Request for Proposals;
 - d. Proposal Submittal Form;
 - e. Affidavit of Non-Collusion;
 - f. Affidavit of Drug-Free Workplace;
 - g. Affidavit of Title VI Compliance;
 - h. City of Franklin Standard Procurement Terms and Conditions; and
 - i. Indemnification Agreement.
3. Notice to Proposers publication date: **February 3, 2011**
4. Request for Proposals (RFP) release date: **February 3, 2011**
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 10, 2011, 2:00 p.m. Central Time**
6. Proposals submittal deadline and opening: **February 17, 2011, 2:00 p.m. Central Time**
7. Location of opening of proposals: The opening of proposals will be held in the City of Franklin Purchasing Office (see address below, under "Delivery of proposals"), or at another location within the City of Franklin City Hall. If the location of the opening of proposals is other than at the Purchasing Office, such location shall be posted on the front door of the Purchasing Office at least five (5) minutes prior to the appointed time of such opening of proposals.
8. Who may attend openings of proposals: City of Franklin openings of proposals are open to the public. Proposers are specifically welcome to attend.
9. BOMA meeting: 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: **March 8, 2011**

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2011-016

10. Withdrawal of proposals; expiration of submittal validity: After proposal opening, submitted proposals may not be withdrawn. Prior to award, all proposals and associated pricing as submitted shall be considered valid and may be accepted by the City for as long as the proposer is willing to do so but at least through **April 30, 2011**. Upon award, the accepted proposal and associated pricing shall be considered valid for the term of award (see below).
11. Term of award: See the accompanying Request for Proposals.
12. Exceptions:
 - a. In order to avoid the need to take an exception to a specification and/or requirement, potential proposers may request revisions to the specifications and/or requirements prior to the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the request for proposals. See contact information below.
 - b. Any deviation or variance from the City's specifications and/or requirements shall be identified by the proposer as an exception.
 - c. Any exception to the City's specifications and/or requirements shall be identified by the proposer on the City's request for proposals document as well as listed and described in detail in a separate written document to be prepared and submitted by the proposer, referencing any subsection number. Proposers are required to indicate in that document exactly how such exception does not meet the City's specifications and/or requirements by identifying exactly how the product or service as proposed differs from the City's specifications and/or requirements. Proposers shall also advise as to whether and why such exception should be judged by the City to meet or exceed the City's intention as expressed and implied by the City's specifications and/or requirements. Any and all exceptions to the City's specifications and/or requirements which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the City's specifications and/or requirements shall be considered by the City as a factor in the award selection criteria.
13. Submittal timing: Proposals are to be submitted on the forms provided *no earlier than* five (5) City of Franklin business days before the scheduled proposal opening time. Proposals received more than five (5) City of Franklin business days before the date set for opening of proposals, as well as proposals received after the time set for opening of proposals, shall not be considered and will be returned unopened to the submitter.
14. Proposal to be sealed: Each proposal shall be submitted inside one (1) or more sealed container(s).
15. Submittal to include one (1) set of original documents plus five (5) complete duplicate sets: Please submit one (1) set of proposal documents with original signatures plus five (5) complete duplicate sets.

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16. Proposal submittal contents: Included with the proposal are to be the following:
- Proposal Submittal Form, executed in full;
 - Detailed vendor-supplied description of proposed service(s);
 - Request for proposals for this procurement, marked by the proposer as to compliance therewith as per the instructions therein;
 - Identification, listing and description of any exceptions to the written specifications and/or requirements as per the instructions therefor;
 - Contact information for minimum of three references (see below);
 - Standard Procurement Terms and Conditions of the City of Franklin, with the vendor's contact information inserted;
 - Vendor's proposed agreement or contract (in Microsoft Word[®] format), if any, so long as they are compatible with the City's Standard Procurement Terms and Conditions;
 - Affidavit of Non-Collusion, executed in full;
 - if the proposer employs five (5) or more employees, then an Affidavit of Drug-Free Workplace, executed in full; and
 - Affidavit of Title VI Compliance, executed in full.
17. Proposal tabulation or summary: Proposers may request a copy of the tabulation or summary of proposals received by contacting the City's Purchasing Office (see contact information below) at any time on or after the Friday before the meeting of the 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.
18. Proposal container label: The outside face of the proposal container(s) must be labeled with the following information:
- the proposer's name and address;
 - the following text:

SEALED PROPOSAL
City of Franklin solicitation no.
2011-016 (group employee insurance
benefits consulting services)
NOT TO BE OPENED EXCEPT AT
PROPOSAL OPENING February
17, 2011, 2:00 p.m. Central Time
19. Delivery of proposals: Proposals are to be addressed and delivered to:
- City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
20. Reference request: See the accompanying Request for Proposals.

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2011-016

21. Selection criteria: See the accompanying Request for Proposals.
22. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. Purchases shall be awarded to the proposer who submits the proposal that best meets the needs of the City.
23. Tentative schedule of award: See the accompanying Request for Proposals.
24. Other documents to be required of successful proposer: Prior to issuance of a City purchase order and/or an authorization to proceed with commencement of services, the successful proposer (that is, the vendor who is awarded the purchase) must provide the following documents:
 - a. Indemnification Agreement, executed in full; and
 - b. If the vendor prefers to be paid by conventional check (as opposed to credit card), and if the vendor has not done business with the City within the last two (2) years, then please submit a completed City of Franklin Vendor Information Form and IRS Form W-9 (both forms available upon request from the Purchasing Office).
25. City's right to reject proposals, waive formalities: The City of Franklin reserves the right to reject any and all proposals, and to waive formalities.
26. Errors and omissions:
 - a. Errors made by the vendor on the Proposal Submittal Form or elsewhere in the vendor's submittal packet that are discovered by the vendor prior to submittal shall be corrected by the vendor. If such a correction results in altering but not replacing one or more documents, then the vendor's representative shall initial each such correction in non-erasable ink.
 - b. Uncorrected errors made by the vendor on the Proposal Submittal Form or elsewhere in the vendor's submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the vendor may be deemed by the City to be so severe as to make the submittal non-responsive. At the discretion of the City, vendors may be permitted to clarify a submitted proposal, but no submittal shall be altered or amended by the vendor after submittal. In the case of a discrepancy between the vendor's unit price for a particular line item as quoted in the proposal and the unit price calculated by dividing the vendor's extension price for that same line item by the quantity indicated for that same line item, then the vendor's unit price for that line item as quoted in the proposal shall prevail.
 - c. Omissions from a vendor's submittal packet shall be considered on a case-by-case basis by the City. Omissions may be deemed by the City to be so severe as to make the submittal non-responsive. At the discretion of the City, vendors may be permitted to clarify a submitted proposal, but no submittal shall be altered or amended by the vendor after submittal.

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2011-016

27. Questions, requests for clarifications, and requests to revise specifications and/or requirements: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the specifications and/or requirements prior to the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications, please contact either:

Tiffany Wilkins, Purchasing Technician
City of Franklin Purchasing Office (see address above)
tiffany.wilkins@franklintn.gov
Tel: 615/550-6692
Fax: 615/550-0079

or:

Brian Wilcox, Purchasing Manager
City of Franklin Purchasing Office (see address above)
brianw@franklintn.gov
Tel: 615/550-6614
Fax: 615/550-0079

Depending upon the inquiry, the City may request that the question, request for clarification, or request for specification revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2011-016

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

group employee insurance benefits consulting services

Purchasing Office Solicitation No.: 2011-016

2. Notice to Proposers publication date: **February 3, 2011**
3. Request for Proposals (RFP) release date: **February 3, 2011**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 10, 2011, 2:00 p.m. Central Time**
5. Proposals submittal deadline and opening: **February 17, 2011, 2:00 p.m. Central Time**
6. BOMA meeting: 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: **March 8, 2011**
7. Objective: To secure, by means of a competitive procurement process, the selection of the responsive and responsible proposal from a vendor to furnish all labor, materials and means necessary to supply and deliver to the City of Franklin Human Resources Department group employee insurance benefits consulting services that best meets the needs of the City. See the accompanying Instructions for Proposers for additional information and instructions.
8. Exceptions:
- In order to avoid the need to take an exception to a specification and/or requirement, potential proposers may request revisions to the specifications and/or requirements prior to the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the request for proposals. See the accompanying Instructions for Proposers for contact information.
 - Any deviation or variance from the City's specifications and/or requirements shall be identified by the proposer as an exception.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2011-016

- c. Any exception to the City's specifications and/or requirements shall be listed and described in detail in a separate written document to be prepared and submitted by the proposer, referencing any subsection number. Proposers are required to indicate in that document exactly how such exception does not meet the City's specifications and/or requirements by identifying exactly how the product or service as proposed differs from the City's specifications and/or requirements. Proposers shall also advise as to whether and why such exception should be judged by the City to meet or exceed the City's intention as expressed and implied by the City's specifications and/or requirements. Any and all exceptions to the City's specifications and/or requirements which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the City's specifications and/or requirements shall be considered by the City as a factor in the award selection criteria.

9. 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. 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.
- 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 30 days from date of delivery and/or completion/installation 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.
- 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 these specifications the same as though they are written out in full herein.
- e. 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.

City of Franklin Request for Proposals

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- f. 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.
- g. 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.
- h. Standard Procurement 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.
- i. 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.
- j. 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.

10. Detailed requirements:

Purpose:

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified group employee insurance benefits consultants to provide consulting services to the City of Franklin in support of the City’s employee insurance benefit programs.

The City is seeking consulting services which can provide expert advice on a continuing basis for the employee insurance benefit plans as outlined in the Scope of Services including the following specific projects:

- Evaluating the City’s current retiree insurance programs and recommending alternative plan designs.
- Assisting in the preparation of an RFP for group employee insurance benefits scheduled to be issued in March, 2011.
- Assisting in the evaluation of proposals resulting from the group employee insurance benefits RFP scheduled to be issued in March, 2011.
- Evaluate the impact of healthcare reform legislation on the City’s employee insurance benefit plans and assist the City in the development of a long-term strategy for managing healthcare costs.

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Background:

The City of Franklin strives to offer a comprehensive, high quality, and cost effective insurance benefits package that provides optimal value to both the City and its employees. Employee insurance benefit plans and programs available to qualifying full-time employees include group medical and vision, dental, Section 125 flexible benefit plan, life and accidental death & dismemberment insurance, and long-term disability. Additional voluntary benefits including, but not limited to, short-term disability and additional life insurance are also offered. The group health and dental plans are self-funded.

Approximately 579 full-time employees and their eligible dependents and 27 qualifying retirees and their eligible dependents are currently enrolled in the group health plan.

In the past, the City has routinely solicited proposals every three (3) years for employee insurance benefit programs. The City anticipates doing so again in March, 2011 for the plan year beginning July 1, 2011.

The City of Franklin currently has in place three (3) health insurance options available to qualified retiring employees. The insurance option offered at the time of retirement is based on the retiree's completed years of service with the City and his/her age at retirement. One retiree insurance option will remain in place. Another option will sunset for employees retiring after June 30, 2011. The final option will be reviewed for possible changes effective July 1, 2011. Additional information can be found in Exhibit A.

Term of Service:

If an award is made as a result of this RFP, it will be effective upon full execution of the agreement for an initial term commencing March 9, 2011 and ending March 8, 2012.

Thereafter, the City reserves the right, at its sole option, to extend the term of service for up to a maximum of two (2) additional one-year terms through March 8, 2014. Note that the City of Franklin specifically retains the exclusive right, with or without cause, not to extend the term of service.

No agreement with the City of Franklin shall take effect until the terms of the award have been approved by the Board of Mayor and Aldermen of the City of Franklin.

The award may be terminated by the City without cause upon thirty (30) calendar days' prior written notice to the other party. All fees and charges incurred prior to termination will become due and payable within thirty (30) working days of the City's receipt of an invoice.

Scope of Services:

1. Provide advice and assistance to the City of Franklin in support of the Group Employee Insurance Benefit Programs on a continuing basis to ensure that all applicable plans are in compliance with federal requirements. Recommend alternative benefit designs as dictated by emerging plan costs or benefit practices.
2. Review and provide advice on the group health insurance options available to City of Franklin retirees. Provide recommendation of alternative benefit designs for retiree insurance program.

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3. Evaluate the impact of healthcare reform legislation on the City's employee insurance benefit plans and assist the City in the development of a long-term strategy for managing healthcare costs.
4. Assist the City of Franklin in reviewing and reaffirming or changing the goals and objectives of the benefit design. Provide notification and information on pending legislation and benefit and funding trends that may affect the benefits programs. Advise of market trends and like business benefit trends in Tennessee municipalities. Provide recommendation of appropriate action to be taken by the City of Franklin Employee Insurance Benefits Program.
5. Advise and assist in the preparation and development of Request for Proposals for benefit plans including health insurance, vision, dental, life insurance, long-term disability, Section 125 flexible benefit plans, and voluntary products, scheduled to be issued in March, 2011.
6. Analyze insurance proposals and present results to appropriate parties. Advise City in contract negotiations and renewals.
7. Assist with the implementation/transitioning of carriers/administrators.
8. Review contracts, plan documents, insurance policies and other documents for accuracy and consistency.
9. Assist with budget projections on future costs of Employee Insurance Benefit Programs.
10. Assist the City of Franklin Employee Insurance Benefits Program with the development of communication materials as requested.
11. Provide day to day consultation on matters such as, but not limited to, plan interpretation and problem resolution. Act as a liaison for the City of Franklin with other benefits service providers including assistance resolving disputes as needed.
12. Personal availability for meetings as required.
13. Review current wellness program and assist in the development of a long-term strategy and communication campaign to promote wellness in the City with measurable results.

Proposal Presentation:

Proposals submitted in response to this RFP shall include the following components:

1. Qualifications:

Overview: This section should establish the ability of the proposer to satisfactorily perform the required work by reasons of demonstrated competence in the services to be provided, the nature and relevance of similar work currently being performed, competitive advantages over other firms in the same industry, and supportive client references.

- Furnish background information about your firm including your organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history.
- Confirm that you serve as a consultant, independently, and are not affiliated with any insurance company, third party administrative agency or provider network.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2011-016

- Indicate how long your organization has been providing employee insurance benefit consulting services.
- Indicate the number of clients you currently service in the public sector and the number of public sector clients you have serviced in the last three years.
- Provide the name(s) of the consultant(s) to perform the work for the City of Franklin and a brief bio for each consultant to provide services to the City of Franklin.
- Detail your ability to monitor regulatory and legislative developments at both the state and federal level and how this will be communicated to the City of Franklin.
- If you publish newsletters and other informative publications that are routinely provided to your clients, provide sample copies.
- Describe your firm's most noteworthy qualifications for providing the required services to the City of Franklin. Specifically highlight those qualifications that distinguish you from your competitors.
- Outline your firm's ability to provide expertise and experience in the areas of health benefit plan analysis and design.
- List three (3) current clients for whom you provide services and three (3) former clients that the City of Franklin may contact as references and who can independently evaluate the proposer's expertise in this area. Describe the work performed and include the name, job title, address, and telephone number of a contact person for each reference.
- Provide examples of communication materials developed and prepared by your organization for use in client's health benefit communication campaigns.

2. Work Plan/Technical Approach:

Overview: This section should establish the proposer's understanding of the City's objectives and requirements, demonstrate the proposer's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work.

- Describe succinctly how your firm would accomplish the work and satisfy the City's objectives described in this RFP. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.
- Attach as an appendix a sample employee insurance renewal proposal report of your recommendations prepared for a client of similar size. You may de-identify the client and exclude information deemed proprietary to the client.

3. Fee:

Overview: This section should disclose all charges to be assessed the City of Franklin for Scope of Services.

- Quote an annual total fixed flat fee for completing all requirements outlined in the Scope of Services.

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Quote the initial term and for each of the potential two (2) option years that may follow. The annual total fixed fees should be inclusive of all expenses and costs, including direct labor, indirect costs and profit.

State your preference for how payments should be made (e.g., monthly, quarterly, or semi-annually).

The consultant's only permitted source of income, revenue, or compensation earned or received in connection with the City of Franklin's account is the annual total fixed flat fee to be paid by the City. The City specifically rejects fees or other charges, including reimbursements, for specific expenses of the vendor.

4. Exceptions/Deviations:

State any exceptions to or deviations from the requirements of this RFP. If you wish to present alternative approaches to meet the City of Franklin's Scope of Services, these should be thoroughly explained.

Evaluation of Criteria:

By use of numerical and narrative scoring techniques, proposals will be evaluated by a proposal evaluation team with the factors specified below. The relative weights of the criteria based on a 100-point scale are shown in parentheses.

- Qualifications and ability to carry out Scope of Services (40 points):
 - Demonstrated competence in the services to be provided
 - The nature and relevance of similar work currently being performed
 - Competitive advantages over other firms in the same industry
 - Supportive client references
- Work plan/Technical Approach (15 points)
- Fee (35 points)
- Completeness of proposal and adherence to RFP instructions (10 points)

The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated.

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Exhibit A

City of Franklin Retiree Insurance Options

1. Age 62 with 20 years of service

- Coverage until age 65
- Employee rates
- Plan remains in place

2. Age 55 with 30 years of service

- Coverage until age 65
- Employee rates for those age 62 or older
- Rates for those under age 62:
 - Single - COBRA rate less \$207.75 (COF)
 - Family - COBRA rate less \$535.50 (COF)
- Sunset clause in place for those who retire after June 30, 2011

3. 25 years of service regardless of age

- Coverage until age 65
- Option II offered:
 - Single – COBRA rate less \$125.00
 - Family – COBRA rate less \$275.00

Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2011-016

Vendor's name, street address, and mailing address:

Vendor's contact person's name (printed), title, and telephone number:

Does the proposer take any exceptions to the City's requirements (yes, see enclosed / no, proposer takes no exceptions)?

Are exceptions, if any, to the City's requirements listed separately, described, compared to the City's intention as expressed and implied by the City's requirements and submitted (yes, see enclosed / no, proposer takes no exceptions):

City's preferred payment terms (net 30 days from date of invoice) are acceptable to proposer (yes/no; if no, proposer to indicate its preferred payment terms):

Last date (no sooner than April 30, 2011) that proposal and associated pricing is valid and may be accepted by the City:

Are the following included with this Proposal Submittal Form in the proposal submittal (yes/no)?

- Detailed vendor-supplied description of proposed service(s);
- Identification, listing and description of any exceptions to the City's requirements as per the instructions;
- Contact information for minimum of three references;
- Standard Procurement Terms and Conditions of the City of Franklin, with the vendor's contact information inserted;
- Vendor terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;
- Affidavit of Non-Collusion, executed in full;
- If proposer employs not less than five employees, then the City's Affidavit of Drug-Free Workplace, executed in full; and
- Affidavit of Title VI Compliance, executed in full.

Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2011-016

Receipt acknowledged of any and all issued addenda to this solicitation (list all Addenda Nos. received, if any / indicate "no addenda received"):

Signature of proposer's authorized representative:

I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.

Title of proposer's authorized representative:

Date of signature:

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of _____)
County of _____) SS

Affiant, _____, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

(Submitted in response to City of Franklin Purchasing Office Solicitation No. _____ - _____)

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of _____)
County of _____) SS

Affiant, _____, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
_____,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. §50-9-101 through §50-9-113; and
5. This Affidavit is made on personal knowledge.

(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_____

(Notary Public) My Commission Expires: _____

(Submitted in response to City of Franklin Purchasing Office Solicitation No. _____ - _____)

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of _____)
County of _____) SS

Affiant, _____, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract or in the employment practices of the contractor;
4. The contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of non-discrimination; and
5. This Affidavit is made on personal knowledge.

(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_____

(Notary Public) My Commission Expires: _____

(Submitted in response to City of Franklin Purchasing Office Solicitation No. _____ - _____)

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.

2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.

3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.

4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

In the case of Vendor:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. _____ - _____

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

12. Indemnification. Vendor agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Vendor's negligent act, error or omission in the performance of the services of this agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Vendor and City, they shall be borne by each party in proportion to its own negligence. The terms and conditions of this paragraph shall survive completion of this services agreement.

13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

15. Termination. Either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.

17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, _____ agrees that:
(printed name of person signing Agreement)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

(signature of person whose printed name appears above)

(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. _____ - _____)

Form revised 02/25/2005