

JOHN COOPER, MAYOR

DEPARTMENT OF FINANCE

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

3/24/2021 | 10:19 AM CDT

Stephanie Todd  
Granite Inliner LLC  
4520 North State Road 37  
Orleans, IN 47452

Re: **RFQ # 99216, Construction Services for Sewer System Rehabilitation**

Dear Ms. Todd:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 99216 for Construction Services for Sewer System Rehabilitation. This letter hereby notifies you of Metro's intent to award to Granite Inliner LLC, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact Joe Ann Carr, BAO Representative, at 615-880-2338 or at [joeann.carr@nashville.gov](mailto:joeann.carr@nashville.gov).

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Christina Alexander by email at [christina.alexander@nashville.gov](mailto:christina.alexander@nashville.gov) Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

*Michelle A. Hernandez Lane*

Michelle A. Hernandez Lane  
Purchasing Agent

Cc: Solicitation File, Other Offerors

**Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.**

**A. Right to Protest.** Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

Procurement Division

730 Second Avenue South, Suite 112  
P.O. Box 196300  
Nashville, Tennessee 37219-6300

[www.Nashville.gov](http://www.Nashville.gov)  
Phone: 615-862-6180  
Fax: 615-862-6179

**RFQ 99216 Construction Services for Sewer System Rehabilitation**  
**Evaluation Committee Score Sheet**

Offeror	BLD Services LLC	Granite Inliner LLC	Insituform Technologies LLC	SAK Construction LLC	SBW Constructors LLC	Moore Construction Co Inc.
Contract Acceptance	Yes	Yes	Yes	Yes	Yes	Yes
Company Information & Capacity (20)	15.00	20.00	20.00	20.00	14.00	12.00
Construction Team Members (2)	16.00	20.00	20.00	19.00	13.00	10.00
Experience on Similar Projects (35)	27.00	33.00	34.00	34.00	27.00	15.00
Approach for Specialty Project Work & Schedule (25)	21.00	25.00	23.00	23.00	24.00	8.00
<b>Total Evaluation Scores</b>	<b>79.00</b>	<b>98.00</b>	<b>97.00</b>	<b>96.00</b>	<b>78.00</b>	<b>45.00</b>
Surety Statement (Pass/Fail)	Pass	Pass	Pass	Pass	Pass	Pass

**Evaluation Comments**

BLD Services LLC
<b>Strengths</b>
Firm's proposal demonstrated key team member's liner experience. Firm's proposal demonstrated firm's production rate exceeds that of Metro's expectation. Firm's proposal demonstrated and provided all other required information with the exception of the weaknesses noted below.
<b>Weaknesses</b>
Firm's proposal demonstrates that all volume of CIPP experience represents lateral installation only. Firm failed to provide EMR information as requested in solicitation. Firm's proposal lacked detail for team member experience, failed to provide construction team members and organization chart. Firm failed to provide five (5) reference projects of similar size, scope and complexity reference projects provided lacked detail. Firm's quality assurance plan lacked detail. Firm's proposal lacked information for addressing coordination of work in environmentally sensitive areas.

Granite Inliner LLC
<b>Strengths</b>
Firm's proposal provided detailed plan for dedicated crew availability for Metro contract. Firm's proposal demonstrated a good safety and EMR record. Firm's proposal demonstrated extensive CIPP experience in TN. Firm's proposal demonstrated previous collaborations with proposed subcontractors. Firm's proposal provided a detailed risk mitigation plan for sewer back-ups and environmental impact. Firm's proposal demonstrated and provided all other required information with the exception of the weaknesses noted below.
<b>Weaknesses</b>
Firm's reference projects lacked detail, failed to list number of manholes and laterals per project.

### **Insituform Technologies LLC**

#### **Strengths**

Firm's proposal demonstrated that all proposed team members have Clean Water Nashville experience. Firm provided a detailed construction schedule. Firm's proposal demonstrated previous collaborations with proposed subcontractors. Firm's proposal demonstrated and provided all other required information with the exception of the weaknesses noted below.

#### **Weaknesses**

Firm's reference projects lacked detail, failed to demonstrate if they were of similar scope to requirements in solicitation. Firm's proposal failed to address coordination of work in limited access areas and environmentally sensitive areas. Firm's quality assurance plan lacked detail.

### **SAK Construction LLC**

#### **Strengths**

Firm's proposal demonstrated and exceptional safety and EMR record. Firm's proposal demonstrated detailed subcontractor information to include previous collaborations with proposed subcontractors. Firm's proposal addressed COVID protocol. Firm's proposal demonstrated and provided all other required information with the exception of the weaknesses noted below.

#### **Weaknesses**

Firm's proposal failed to demonstrate bypass pumping experience. Firm's quality assurance plan lacked detail.

### **SBW Constructors LLC**

#### **Strengths**

Firm's proposal demonstrated and provided all other required information with the exception of the weaknesses noted below.

#### **Weaknesses**

Firm's proposal failed to demonstrate CIPP volume experience. Firm's proposal demonstrated a high EMR record. Firm's proposed construction team members lacked detail, failed to identify CCTV and Bypass pumping subcontractors. Firm's proposal failed to demonstrate previous collaborations experience with proposed subcontractors. Firm's proposed team members did not identify a prime consultant. Firm provided 3 of requested 5 projects of similar size, scope and complexity. Firm's quality assurance plan lacked detail.

### **Moore Construction Co Inc.**

#### **Strengths**

Firm's proposal demonstrated and provided all other required information with the exception of the weaknesses noted below.

#### **Weaknesses**

Firm's proposal failed to demonstrate required experience for scope of work in this solicitation. Firm's proposal demonstrated a high EMR record. Firm's proposal demonstrated firm's yearly production averages one (1) Metro project. Firm's construction team members lacked detail, failed to address crew availability for Metro contract. Firm failed to provide reference projects of similar size, scope and complexity. Firm failed to provide contact information for the reference projects that were provided. Firm's proposal lacked detail for safety approach. Firm's quality assurance plan lacked detail. Firm failed to provide a detailed plan to manage projects and management functions. Firm failed to provide specific examples from previous projects.

Construction Services for Sewer System  
Rehabilitation; RFQ# 99216

Offeror's Name	Responsive
BLD Services LLC	Yes
Granite Inliner LLC	Yes
Insituform Technologies LLC	Yes
Moore Construction Co Inc.	Yes
SAK Construction LLC	Yes
SBW Constructors LLC	Yes

## BAO SBE Assessment

BAO Specialist: JoeAnn Carr

Contract Specialist: Christina Alexander

Date: 03/22/2021

Department Name: Water Services

RFP/ITB Number: 99216

Project Name: Construction Services for Sewer System Rehabilitation

SBE/SDV Requirement Acknowledged?		
Primary Contractor		Comments
BLD Services LLC	Yes	BLD Services LLC acknowledged the SBE/SDV participation expectations over the life of the contract and consequences of misrepresentation as a part of their proposal as required by the solicitation.
Granite Inliner LLC	Yes	Granite Inliner LLC acknowledged the SBE/SDV participation expectations over the life of the contract and consequences of misrepresentation as a part of their proposal.as required by the solicitation.
Insituform Technologies LLC	Yes	Insituform Technologies LLC acknowledged the SBE/SDV participation expectations over the life of the contract and consequences of misrepresentation as a part of their proposal.as required by the solicitation.
SAK Construction LLC	Yes	SAK Construction LLC acknowledged the SBE/SDV participation expectations over the life of the contract and consequences of misrepresentation as a part of their proposal.as required by the solicitation.
SBW Constructors LLC	Yes	SBW Constructors LLC is a Metro-approved SBE and acknowledged the SBE/SDV participation expectations over the life of the contract and consequences of misrepresentation as a part of their proposal.as required by the solicitation.

## EBO Compliance Results Form

Department Name: Water Services

RFP/ITB Number: 99216

Solicitation Name: Construction Services for Sewer System Rehabilitation

Primary Contractor	Acknowledge Established EBO Goals (Yes/No)	Determination Comments/% of Participation Proposed or Bid
BLD Services LLC	Yes	BLD Services LLC is compliant with the solicitation's Equal Business Opportunity M/WBE Program goal participation expectations. The proposer has acknowledged the EBO program participation expectations and consequences of misrepresentation as a part of their proposal. Proposer is compliant with the Equal Business Opportunity Program requirements having acknowledged the 7% MBE and 4% WBE subcontracting goals as required by the Procurement Code. Consistent with the Procurement Code, actual dollar amounts will be confirmed upon contract award.
Granite Inliner LLC	Yes	Granite Inliner LLC is compliant with the solicitation's Equal Business Opportunity M/WBE Program goal participation expectations. The proposer has acknowledged the EBO program participation expectations and consequences of misrepresentation as a part of their proposal. Proposer is compliant with the Equal Business Opportunity Program requirements having acknowledged the 7% MBE and 4% WBE subcontracting goals as required by the Procurement Code. Consistent with the Procurement Code, actual dollar amounts will be confirmed upon contract award.
Insituform Technologies LLC	Yes	Insituform Technologies LLC is compliant with the solicitation's Equal Business Opportunity M/WBE Program goal participation expectations. The proposer has acknowledged the EBO program participation expectations and consequences of misrepresentation as a part of their proposal. Proposer is compliant with the Equal Business Opportunity Program requirements having acknowledged the 7% MBE and 4% WBE subcontracting goals as required by the Procurement Code. Consistent with the Procurement Code, actual dollar amounts will be confirmed upon contract award.
SAK Construction LLC	Yes	SAK Construction Services LLC is compliant with the solicitation's Equal Business Opportunity M/WBE Program goal participation expectations. The proposer has acknowledged the EBO program participation expectations and consequences of misrepresentation as a part of their proposal. Proposer is compliant with the Equal Business Opportunity Program requirements having acknowledged the 7% MBE and 4% WBE subcontracting goals as required by the Procurement Code. Consistent with the Procurement Code, actual dollar amounts will be confirmed upon contract award.
SBW Constructors LLC	Yes	SBW Constructors LLC is compliant with the solicitation's Equal Business Opportunity M/WBE Program goal participation expectations. The proposer has acknowledged the EBO program participation expectations and consequences of misrepresentation as a part of their proposal. Proposer is compliant with the Equal Business Opportunity Program requirements having acknowledged the 7% MBE and 4% WBE subcontracting goals as required by the Procurement Code. Consistent with the Procurement Code, actual dollar amounts will be confirmed upon contract award.

\*Denotes Contractor with whom follow up was required

Date: 3/22/2021

Metro Buyer: Christina Alexander

BAO Rep: JoeAnn Carr

## Certificate Of Completion

Envelope Id: FF646893930944149571E62A3FF83213

Status: Completed

Subject: Intent to Award - RFQ #99216 Construction Services for Sewer System Rehabilitation

Source Envelope:

Document Pages: 10

Signatures: 5

Envelope Originator:

Certificate Pages: 15

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

## Record Tracking

Status: Original

Holder: Procurement Resource Group

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3/23/2021 2:40:45 PM

prg@nashville.gov

## Signer Events

Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Chief Procurement Officer/Purchasing Agent  
Metro

Security Level: Email, Account Authentication  
(None)

## Signature

*Michelle A. Hernandez Lane*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

## Timestamp

Sent: 3/23/2021 2:49:41 PM

Viewed: 3/24/2021 10:18:36 AM

Signed: 3/24/2021 10:19:08 AM

## Electronic Record and Signature Disclosure:

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## Status

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## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Christina Alexander

christina.alexander@nashville.gov

Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 3/24/2021 10:19:10 AM

Viewed: 3/24/2021 10:44:21 AM

## Electronic Record and Signature Disclosure:

Accepted: 3/18/2021 10:30:43 AM

ID: 7c5b5d71-f1d8-4f0e-9f7e-616947aef019

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

3/23/2021 2:49:41 PM

Certified Delivered

Security Checked

3/24/2021 10:18:36 AM

Signing Complete

Security Checked

3/24/2021 10:19:08 AM

Completed

Security Checked

3/24/2021 10:19:10 AM

## Payment Events

## Status

## Timestamps





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overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

**DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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