

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2017-0362)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Dougall Law Offices, PLLC (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on November 18, 2017 Purchasing Office Solicitation No. 2018-003, a request for qualifications for professional services pertaining to title searches and reports for the City’s voluntary purchase of real estate or its acquisition by eminent domain for City public works projects and other public purposes, and (b) on December 8, 2017 Addendum No. 1 to Purchasing Office Solicitation No. 2018-003 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a statement of qualifications dated November 21, 2017 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR identified and included in SUBMITTAL exceptions to SOLICITATION. CITY hereby declines to accept VENDOR’s exceptions, and VENDOR hereby withdraws VENDOR’s exceptions.
4. VENDOR included in SUBMITTAL CITY’s Standard Procurement Terms and Conditions with VENDOR’s contact information inserted (“CITY’S TERMS”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
5. VENDOR has now also submitted a Certificate of Insurance (“CERTIFICATE OF INSURANCE”), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
6. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery 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 CITY’s Insurance Requirements as specified in SOLICITATION.
7. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
8. VENDOR agrees to impose 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 CITY in advance of that subcontractor commencing work for this procurement.

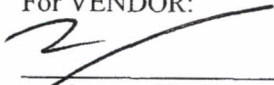
**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0362)

9. VENDOR has now also submitted CITY's Notice of Confidentiality and Proprietary Rights, executed for VENDOR ("NOTICE OF CONFIDENTIALITY AND PROPRIETARY RIGHTS"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
10. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.
11. CITY awarded on January 23, 2018 to VENDOR the purchase of professional services pertaining to title searches and reports for the City's voluntary purchase of real estate or its acquisition by eminent domain for City public works projects and other public purposes pursuant to SOLICITATION and SUBMITTAL.
12. The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with the City Attorney, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
13. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) NOTICE OF CONFIDENTIALITY AND PROPRIETARY RIGHTS (e) SOLICITATION; and (f) SUBMITTAL.

EXECUTED THIS 5TH DAY OF FEBRUARY 2019.

For VENDOR:



(signature of VENDOR's authorized representative)

TITLE: SALE MEMBER
DOUGLAS LAW OFFICES PLLC

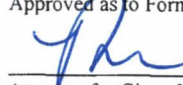
For CITY:



(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:



Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0362)

Attachment No. 1

Excerpts from SUBMITTAL

Response Submittal Form

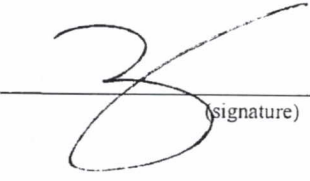
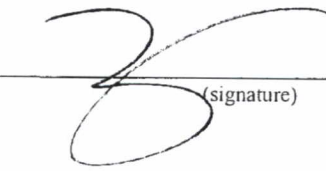
a form required to be completed by respondents to

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2018-003

Respondent's name, street address, and mailing address (if different):	Dougall Law Offices, PLLC <hr/> 101 SE Parkway Court <hr/> Suite 220 <hr/> Franklin, TN 37064 <hr/>
Respondent's contact person's name (printed), title, telephone number and e-mail address:	R. Mark Dougall <hr/> Sole Member <hr/> 615-369-8180 <hr/>
Does the respondent take any exceptions to the City's procurement solicitation?	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, respondent takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, respondent takes no exceptions.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to respondent?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, respondent requests the following payment terms: _____
Last date (no sooner than February 28, 2018) that submittal is valid and may be accepted by the City:	April 15, 2018 <hr/>
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which electronic payment method would the respondent prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.

Response Submittal Form
 a form required to be completed by respondents to
City of Franklin, Tennessee
 Purchasing Office Solicitation No.: 2018-003

Respondent's name:	<u>Dougall Law Offices, PLLC</u>
Are the following included with this Response Submittal Form in the submittal? <ul style="list-style-type: none"> • Detailed respondent-supplied statement of qualifications responsive to Request for Qualifications; • Identification, listing and description of any exceptions to the procurement solicitation; • City of Franklin Standard Procurement Terms and Conditions, with the respondent's contact information inserted; • Respondent's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; • Affidavit of Non-Collusion, executed in full; and • Affidavit of Title VI Compliance, executed in full. 	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, respondent chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the submittal non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its response, it is the responsibility of each potential respondent to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	<input checked="" type="checkbox"/> Addendum No. <u>1</u> <input type="checkbox"/> Addenda Nos. _____ <input type="checkbox"/> No addenda.
Subscription and affirmation of respondent's authorized representative: By submission of this response, each submitter and each person signing on behalf of any submitter certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each submitter is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 _____ (signature)
Signature of respondent's authorized representative: I affirm that I am authorized by the respondent to sign this Response Submittal Form as well as any and all companion forms and documents included herewith. I have obtained 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 response submitted herewith.	 _____ (signature)
Title of respondent's authorized representative:	<u>Sole Member</u>
Date of signatures:	<u>11-21-17</u>



Dougall Law Offices, PLLC
101 SE Parkway Court, Suite 220
Franklin, TN 37067

Via Hand Delivery

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Avenue South
Franklin, TN 37065

**Re: Request for Qualifications No. 2018-003
Listing of References**

To Whom It May Concern:

Pursuant to the above-referenced RFQ, paragraph 11.8, please consider this my firm's statement of qualifications.

- i. Dougall Law Offices, PLLC ("DLO") is a member managed professional limited liability company formed in Tennessee. The company is managed by the sole-member and Tennessee licensed attorney, R. Mark Dougall. Mark Dougall has been licensed to practice law in Tennessee since 1993, has never been the subject of any disciplinary action. Mark Dougall has focused his practice on real estate since 2002, and has owned and/or managed title companies since 2005. DLO's title company affiliate, DLO Title, LLC employs two highly qualified paralegals with decades of combined experience in real estate title examination.
- ii. Mark Dougall has been providing real estate title opinions since 2002, (see resume attached).
- iii. DLO has never provided services to any Tennessee municipality other than the City of Franklin.
- iv. DLO has provided services to the City of Franklin during the years 2012-2015. DLO fully understands the scope of work required by the City of Franklin and has the knowledge, experience, resources, staff, and equipment to perform any and all work referred to it pursuant to this RFQ.
- v. The firm accepts and intends to comply with all provisions of the City's RFQ 2018-003; provided, however, the City must understand that a Title

Service, Service, Service!SM

101 SE PARKWAY COURT / SUITE 220 / FRANKLIN, TN 37064

615.369.8180 / 615.216.8505 FAX

WWW.DLO.CC

Opinion is not a substitute for a policy of title insurance. If the City intends to move forward with a project, and decides it must be covered for any loss which may arise if the Title Opinion contains any errors, the City must purchase title insurance. In addition, the firm's current professional liability limits are \$1.5 million in the aggregate (\$500,000 per occurrence). The policy will be renewed in July 2018 with \$1 million combined limits.

REFERENCES:

1. **Joe Taylor**, General Counsel, Franklin American Mortgage, 501 Corporate Centre Drive, Suite 400, Franklin, TN 37067, (615) 468-3448, jtaylor@franklinamerican.com
2. **William J. Burke**, Vice President, Synovus Mortgage Corp., 9050 Carothers Parkway, Franklin, TN 37067, (615) 519-0376, williamburke@bankofnashville.com
3. **Lee LaGraize**, Vice President, Fidelity National Title Insurance Company, 6840 Carothers Parkway, Suite 200, Franklin, TN 37067 (615) 390-8615, lee.lagraize@fnf.com

I appreciate the opportunity to make this submission. If you have any questions or comments about this letter or the enclosures, please feel free to call me.

Very truly yours,

DOUGALL LAW OFFICES, PLLC


R. Mark Dougall, Sole Member

R. MARK DOUGALL
101 SE PARKWAY COURT, SUITE 220
FRANKLIN, TN 37064
DIRECT (615) 369-8181
MOBILE (615) 397-6275
FAX (615) 216-8505

E-MAIL: MARK@DLO.CC

DOUGALL LAW OFFICES, PLLC, FOUNDER SOLE MEMBER, *Franklin, TN* 1998 -Present

- Have provided legal services to individuals, commercial entities, and City of Franklin.
- During first ten years of practice enjoyed a successful complex commercial litigation practice. In succeeding years, used trial experience to counsel clients to successfully structure agreements and transactions and to avoid or manage litigation.
- Manage all facets of law firm's affiliated title agency. Responsibilities include oversight of all facets of over eight thousand insured real estate transactions, oversight of all day to day operations, oversight of strict regulatory compliance, human resources, vendor agreements, and development and maintenance of client relationships.
- Focused practice: Real Estate, Business Planning, Estate Planning.
- Draft and negotiate all forms of agreements related to focused practice areas.

DLO TITLE, LLC, CEO, *Franklin, TN* 2011-Present

- Manage title agency affiliate of Dougall Law Offices, PLLC, which closes and/or insures commercial and residential property transactions. Oversee closing of real estate transactions, receipt and disbursement of escrow funds, and issuance of title insurance policies and endorsements.
- Responsible for compliance with all governmental and banking institution requirements. DLO Title, LLC, is third-party certified as compliant with ALTA Best Practices.
- Responsible for overseeing technology infrastructure to keep it state of the art, secure, useful, and user-friendly, deployed through our dedicated IT professional.
- Responsible for daily review of escrow accounts and reviewing three-way reconciliation reports. DLO Title has never had an escrow anomaly.
- DLO Title is one of the very few title agencies in Middle Tennessee authorized and approved by our underwriter (Chicago Title Insurance Company) to handle both residential and large commercial closings.

OVERLAND TITLE COMPANY, LLC, CEO, *Franklin, TN* 2005-2011

- Co founder of Overland Title. Managed massive growth from inception through late 2007, increasing monthly order count from 20 to 250, making it the fastest growing title company in Tennessee during the period.
- Responsible for successful, seamless winding down of Overland Title after dissolution of partnership.

WEAVER & DOUGALL, ATTORNEYS, PARTNER, *Nashville* 1996-1998

- Partner in boutique entertainment / intellectual property law firm. Represented major record labels, publishing companies, recording artists, songwriters, and artist managers.
- Prosecuted intellectual property litigation in federal courts in New York, Georgia, California, and Tennessee.

BREWER, KRAUSE, BROOKS & MILLS, ATTORNEYS, ASSOCIATE, *Nashville* 1995-1996

- Associate in large Nashville insurance defense law firm. Tried and settled simple and complex insurance cases.

LAW OFFICES OF JAMES E. ZWICKEL, ASSOCIATE, *Nashville* 1993-1995

- Associate in boutique complex litigation firm. Tried and settled cases in state and federal courts and in the United States Sixth Circuit Court of Appeals.

E D U C A T I O N

INDIANA UNIVERSITY, BLOOMINGTON, INDIANA
DOCTOR OF JURISPRUDENCE, 1993

Federal Communications Law Journal, Executive Editor
Class Graduation Speaker Nominee
Dean's Honors recipient
S. D. Eskenazi Fellow
H. M. Strong Scholar
Member of Academic Regulations Committee (Appointed by Dean)
Co-founder and vice-president of Entertainment and Sports Law Society

GEORGIA INSTITUTE OF TECHNOLOGY, ATLANTA, GEORGIA
BACHELOR OF SCIENCE IN MANAGEMENT, 1990
CERTIFICATE (MINOR) IN PROFESSIONAL AND TECHNICAL COMMUNICATION, 1990

Dean's List Graduate
Lockheed Aircraft Corporation / Robert E. Gross Scholar
I. L. Kunian Scholar
Georgia Tech Scholar
L. M. Fitten Scholar
Lowry Scholar

L I C E N S U R E S

LICENSED TO PRACTICE LAW IN TENNESSEE (1993)
ADMITTED TO PRACTICE BEFORE ALL TENNESSEE STATE COURTS (1993)
ADMITTED TO PRACTICE IN FEDERAL COURT FOR MIDDLE DISTRICT OF TENNESSEE
(1994)
ADMITTED TO PRACTICE IN U.S. SIXTH CIRCUIT COURT OF APPEALS (1994)
LICENSED TENNESSEE TITLE INSURANCE PRODUCER
LICENSED TENNESSEE LIFE INSURANCE PRODUCER
TENNESSEE SUPREME COURT APPROVED CIVIL TRIAL MEDIATOR

P E R S O N A L

LEADERSHIP MEMBER OF MIDDLE TENNESSEE TITLE AGENCY ASSOCIATION
MEMBER OF ADVISORY BOARD, YMCA OF COOL SPRINGS (2008-12)
FOUNDING MEMBER OF THE RECORDING ARTISTS' COALITION: PART OF SUCCESSFUL
EFFORT TO IMPLEMENT CHANGE TO FEDERAL COPYRIGHT LAW BENEFITING
RECORDING ARTISTS (2001-02).
EXECUTIVE MEMBER OF NASHVILLE SPORTS COUNCIL AND TENNFL COMMITTEE AS
PART OF SUCCESSFUL ALLIANCE TO BRING PROFESSIONAL SPORTS TO NASHVILLE
(1995-1998).
MEMBER OF WILLIAMSON COUNTY BAR ASSOCIATION
MEMBER OF MENSA
RESIDE IN THOMPSONS STATION, TENNESSEE
DEDICATED FATHER OF TWO WONDERFUL CHILDREN

R E F E R E N C E S

AVAILABLE UPON REQUEST

Exception(s) to Response Submittal Form

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2018-003

Respondent: Dougall Law Offices, PLLC

Exception to indemnification agreement. Will not indemnify against loss or damage that would have been covered by policy of title insurance. Exception to paragraph 9 of Procurement Agreement. Indemnity Agreement to be modified consistent with the immediately preceding sentence.

LAW DEPARTMENT

Shauna R. Billingsley, Esq.
City Attorney
Also Licensed in Texas



HISTORIC
FRANKLIN
TENNESSEE

DATE

Re: Engagement Letter for Legal Services Relating to Title Searches

Dear _____:

We would be pleased to retain your firm as outside counsel in connection with the above referenced matters. Your firm may be retained pursuant to the City of Franklin Code of Ordinances. In addition to the following, the terms of representation are contained in the *City of Franklin Law Department Policy and Procedures for Outside Counsel* (the "*Policy*") attached to this letter. Please familiarize yourself with the requirements contained in the *Guidelines* and ensure that all personnel working on City of Franklin matters are familiar with them as well. By continuing to undertake further representation, you are agreeing to abide by the terms of the *Policy*.

Please identify an individual to serve as a Principal Client Contact as required under the *Policy*. This person will serve as the Law Department's main point of contact for this engagement. It is also important that you keep the City Attorney's office informed regarding all aspects of the work in accordance with the requirements set out in the *Policy*. You are required to submit to our office, via e-mail, a litigation status report every 6 months, using the attached chart. We will provide it to you electronically at the e-mail address you provide. Please note that all bills should be submitted to my attention with a copy to the appropriate department involved. Please use the name of the matter on your bills, and bill each matter separately from any other work you are performing for the City. For all billing inquiries, please provide us with a business office contact.

Pursuant to City of Franklin Purchasing Solicitation 2018-003, title searches should be billed at a rate of \$450 per search and report. Note that the *Policy* requires that you receive recommendation from City Attorney Shauna Billingsley. By signing this engagement letter, you are agreeing to the terms contained in this letter, the *Policy*, and the City of Franklin Purchasing Solicitation 2018-003.

We look forward to working with you on this matter to provide the highest level of legal services to the citizens of the City of Franklin.

Sincerely,

Shauna Billingsley
City Attorney

Attachment: 1) City of Franklin Law Department Policy and Procedures for Outside Counsel
2) Outside Counsel Litigation Case Status Form



HISTORIC
FRANKLIN
TENNESSEE

PLEASE FILL OUT THE FORM BELOW AND RETURN

Rates/hour or contract rate		Principal Client Contact Information
Attorney (includes partners)	\$ /	Name: <i>R. Mark Dougall</i>
Associates	\$ /	Telephone: <i>615-369-8180</i>
Paralegals	\$ /	E-mail: <i>Title@DLO.cc</i>
Copying costs	\$ /	Other information:
Other TITLE SEARCHES	\$450.00/opinion letter	
Proposed by: <i>[Signature]</i> _____ Attorney Signature		Accepted by: _____ Eric S. Stuckey City Administrator
Firm Date: <i>11-21-17</i>		Date: _____

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 Tennessee)

County of Williamson) SS

Affiant, R. Mark Dougall, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Sole Member of Dougall Law Offices, PLLC
(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]
(signature of Affiant)

Sole Member
(title of Affiant)

Sworn and subscribed to before me this 21 day of November, 2017

[Signature]
(Notary Public)



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018_003)

Affidavit of Title VI Compliance

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

State of Tennessee)
County of Williamson) SS

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

1. He or she is the Sole Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Dougall Law Offices, PLLC
(legal name of entity submitting bid or proposal)

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

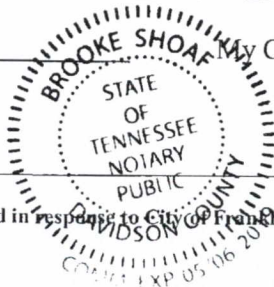
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class 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 that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

[Signature]
(signature of Affiant)

Sole Member
(title of Affiant)

Sworn and subscribed to before me this 21 day of November, 2017

[Signature]
(Notary Public)



My Commission Expires: _____

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0362)

Attachment No. 2

CITY'S TERMS

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 contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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 and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
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 the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
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, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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) City business 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 to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin
Attn: Purchasing Manager
Re: City of Franklin Purchasing Office Solicitation No. 2018_003
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
FAX: 615-550-0079
E-mail: purchasing@franklintn.gov

In the case of Vendor:

Dougall Law Offices, PLLC
Attn: R. Mark Dougall
101 SE Parkway, Ste 220
Franklin, TN 37064
Phone: 615-369-8180
Fax: 615-216-8505
TITLE@DLO.CC

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 any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. 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, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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 that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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 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 any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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 any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; 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 and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply 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. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar 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

Standard Procurement Terms and Conditions City of Franklin, Tennessee

- 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 calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.
16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply 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, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0362)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
7/25/2018	Minnesota Lawyers Mutual Insurance Co.	n/a	City of Franklin 109 3rd Avenue South Franklin, TN 37064	Professional Liability	7/23/2019



MINNESOTA LAWYERS MUTUAL

INSURANCE COMPANY

CERTIFICATE OF INSURANCE

ISSUE DATE 07/25/18

333 South Seventh Street
Suite 2200
Minneapolis, MN 55402
612-341-4530 or 800-422-1370
FAX 800-305-1510

THIS CERTIFICATE OF INSURANCE IS FOR INFORMATIONAL PURPOSES ONLY. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICY(IES)

Named Insured	Company Providing Coverage
Dougall Law Offices PLLC 101 SE Parkway Ct Ste 220 Franklin, TN 37064	Minnesota Lawyers Mutual Insurance Co. 333 South Seventh Street Suite 2200 Minneapolis, MN 55402

Type of Insurance	Policy Number	Policy Period	Limits of Liability
Lawyers Professional Liability	18787 15	7/23/2018 to 7/23/2019	\$1,000,000 per claim \$3,000,000 aggregate

Special Items

Certificate Holder	Cancellation
City of Franklin 109 3rd Avenue South Franklin, TN 37064	IF ANY OF THE POLICIES LISTED ABOVE ARE CANCELLED PRIOR TO THE POLICY EXPIRATION DATE, MINNESOTA LAWYERS MUTUAL INS. CO. WILL ENDEAVOR TO PROVIDE THE CERTIFICATE HOLDER WITH WRITTEN NOTICE WITHIN 30 DAYS, BUT FAILURE TO PROVIDE SUCH NOTICE WILL NOT IMPOSE LIABILITY OF ANY KIND UPON MINNESOTA LAWYERS MUTUAL INS. CO., ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0362)

Attachment No. 4

**NOTICE OF CONFIDENTIALITY AND PROPRIETARY
RIGHTS**

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2018-003

THE CONTENTS OF THE CITY OF FRANKLIN, TENNESSEE PROCUREMENT AWARD MADE PURSUANT TO THE CITY'S PROCUREMENT SOLICITATION REFERENCED ABOVE, AND SOME OR ALL INFORMATION THAT MAY BE OBTAINED IN THE COURSE OF ITS PERFORMANCE, MAY INCLUDE HIGHLY CONFIDENTIAL INFORMATION THAT MAY SUBJECT ANYONE DISCLOSING SUCH INFORMATION TO CIVIL AND CRIMINAL PENALTIES IMPOSED BY LOCAL, STATE AND FEDERAL LAW.

The successful Vendor must necessarily be granted access to public and private information that may be confidential under the Tennessee Open Records Law and other privacy laws.

CONFIDENTIAL INFORMATION

As a result of the procurement award, the parties may provide each other with Confidential Information. For the purposes of this Notice, "Confidential Information" is any information disclosed or discovered in written, graphic, verbal, or machine-recognizable form, whether or not clearly marked, designated, labeled or identified as such. Notwithstanding any other provisions of this Notice, Confidential Information shall not include any information that:

1. is or becomes publicly known through no wrongful act of the receiving party;
2. is already known to the receiving party without restriction when it is disclosed;
3. is, or subsequently becomes, rightfully and without breach of this Notice, in the receiving party's possession without any obligation restricting disclosure;
4. is independently developed by the receiving party without breach of this Notice;
5. is explicitly approved for release by written authorization of the disclosing party; or
6. is required to be disclosed under state or federal law.

Each party agrees to:

1. maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by state or federal law or by a court of competent jurisdiction;
2. restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information;
3. take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing and requiring written acknowledgements from its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and
4. use such Confidential Information only in furtherance of the performance of this Notice.

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2018-003

Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the Vendor to use the Confidential Information in the manner and to the extent permitted by the scope of work. Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of Vendor's intentional, negligent, inadvertent or unintentional release of City documents or information.

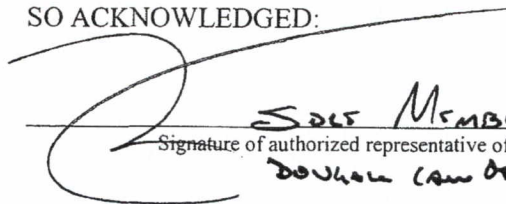
PRESERVATION OF CITY'S PROPRIETARY RIGHTS, RIGHTS OF THIRD PARTIES

The City, including its contractors, agents, employees and any third party manufacturers of any equipment, and the copyright owner of any Non-Vendor Software shall own and retain all of their respective Proprietary Rights in any Equipment and Software. Nothing in this Notice is intended to restrict the Proprietary Rights of Vendor, any copyright owner of Non-Vendor Software, or any third party manufacturer of equipment. All intellectual property developed, originated, or prepared by Vendor in connection with providing to City consulting services in connection with the evaluation of the City's equipment, software, or related systems and services remain vested exclusively in City, and this Notice does not grant to Vendor any shared development rights of intellectual property. Exclusive title to all data input, generated by or transferred into or out of the City's system by City shall remain vested in City.

Nothing in this Notice will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Vendor's Proprietary Rights. City agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

I HAVE READ THE ABOVE TERMS, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM UNDER PENALTY OF LAW.

SO ACKNOWLEDGED:


Signature of authorized representative of Vendor
Sales Member
Douglas (Law Office) Plus

6.27.18
Date

Employee's signature
(to be signed by each employee at the time of commencement of services)

Date

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0362)

Attachment No. 5

INDEMNIFICATION AGREEMENT

Indemnification Agreement

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

State of TENNESSEE)
County of WILLIAMSON) SS

On behalf of Bidder/Proposer, R. Mann Dougan agrees that:
(printed name of person signing Agreement)

1. He or she is the Sole Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
DOUGAN LAW OFFICES, PLLC
(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 any contract, agreement, purchase order or other procurement to which this Agreement applies, 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]
(signature of person whose printed name appears above)

Sole Member
(title of person whose printed name appears above)

Sworn and subscribed to before me this 27 day of JUNE, 20 18

E. Mannix
(Notary Public)



My Commission Expires: 1-8-2019