

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0055)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Landscape Services, Inc. of Nashville, Tennessee (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on February 7, 2015 Purchasing Office Solicitation No. 2015-028, a procurement solicitation for bids for City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017, and (b) on February 13, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2015-028 (collectively, “SOLICITATION”), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid dated February 19, 2015 (“SUBMITTAL”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted a 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.
4. 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.
5. 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.
6. VENDOR agrees to impose the City’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
7. VENDOR included CITY’s Indemnification Agreement, executed for VENDOR, in SUBMITTAL.
8. CITY awarded on March 24, 2015 and now desires to retain VENDOR to City facility landscaping and related contract services through calendar year 2016, with one (1) option

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to extend the term of service for calendar year 2017, pursuant to SOLICITATION and SUBMITTAL.

9. The services to be rendered in accordance with this procurement are to be offered for the calendar year 2015 mowing season and the calendar year 2016 mowing season, with one (1) option to extend the term of service for the calendar year 2017 mowing season. The quoted fees shall remain the same for the specified term of the award, including the calendar year 2017 mowing season if the option to extend the term of service is exercised. 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 the one (1) option to extend the term of award, for the calendar year 2017 mowing season, for a maximum possible term of award of three (3) mowing seasons 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; (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.
10. In the event of a conflict between CITY's SOLICITATION and VENDOR's SUBMITTAL, CITY's SOLICITATION shall supersede any conflicting terms and conditions within VENDOR's SUBMITTAL, except for any exceptions identified by VENDOR in its SUBMITTAL and accepted at the time of award by CITY.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:



(signature of VENDOR's authorized representative)

TITLE: REGIONAL BUSINESS DEVELOPMENT

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2015-0055)

Attachment No. 1

SOLICITATION

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written bids 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 19, 2015, at which time and location they will be publicly opened, for the following procurement: City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017 (Purchasing Office Solicitation No. 2015-028). Bids must be prepared and submitted in accordance with the City of Franklin's specifications and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<http://www.franklintn.gov/>) or by contacting the City of Franklin Purchasing Office (purchasing@franklintn.gov; 615/550-6692). The City reserves the right to reject any and all bids, and to waive formalities.

{text below this line not to be published}

DATE OF PUBLICATION OF THIS NOTICE TO BIDDERS: February 5, 2015

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-028

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

**City facility landscaping and related contract services through
calendar year 2016, with one (1) option to extend the term of service
for calendar year 2017**

Purchasing Office Solicitation No.: 2015-028
2. Solicitation packet component documents: These Instructions for Bidders accompany the following documents which, in total, represent the complete solicitation packet:
 - a. Notice to Bidders;
 - b. City of Franklin Instructions for Bidders (this document);
 - c. City of Franklin Specifications (including Appendices Nos. 1, 2 and 3);
 - d. City of Franklin Bid Submittal Form;
 - e. City of Franklin Affidavit of Non-Collusion;
 - f. City of Franklin Affidavit of Title VI Compliance;
 - g. City of Franklin Standard Procurement Terms and Conditions;
 - h. City of Franklin Procurement Agreement form;
 - i. City of Franklin Indemnification Agreement; and
 - j. City of Franklin Affidavit of Drug-Free Workplace.
3. Location of bid opening: Bid opening will be held in the City of Franklin Purchasing Office (see address below, under “Delivery of bids”), or at another location within the City of Franklin City Hall. If the location of the bid opening 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 before the appointed time of bid opening.
4. Who may attend bid openings: City of Franklin bid openings are open to the public. Bidders are specifically welcome to attend.
5. Withdrawal of bids; expiration of submittal validity (see also “Errors and omissions” below):
 - a. Before the bid submittal deadline, submitted bids may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn bids may be returned unopened to the submitting party but only at the submitting party’s expense. Such a request to withdraw a bid and such a request to return a withdrawn bid must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the bid submittal deadline, and may be submitted via either e-mail (purchasing@franklintn.gov) or fax (615/550-0079).
 - b. After the bid submittal deadline, submitted bids may not be withdrawn.
 - c. Before award, all bids and associated pricing as submitted shall be considered valid and may be accepted by the City at least through April 30, 2015 and until the date indicated on the bidder’s Bid Submittal Form as the “last date that bid and associated pricing is valid and may be accepted by the City.”

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-028

- d. Upon award, the accepted bid and associated pricing shall be considered valid for the term of award (see Specifications).
6. Submittal timing: Bids are to be delivered *no earlier than* five (5) City of Franklin business days before the submittal deadline. Bids delivered either more than five (5) City of Franklin business days before the submittal deadline or at any time after the submittal deadline shall be rejected and not evaluated.
7. Bids rejected on account of timing: Submitters of bids rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Bids rejected on account of timing may be retrieved by the submitter at the submitter's expense. The City shall promptly cause to be destroyed and discarded any and all bids rejected on account of timing and not retrieved by the submitter within five (5) City of Franklin business days of the submitter being notified of the rejection.
8. Bid to be sealed: Each bid shall be submitted inside one (1) or more sealed container(s).
9. Submittal to include one (1) set of original bid documents plus one (1) complete hard copy: Please submit one (1) set of bid documents on paper with original signatures plus one (1) exact and complete hard copy also on paper. The copy shall be submitted along with the bid documents with original signatures. The contents of the copy shall contain no more and no less than the contents of the bid documents with original signatures.
10. Bid submittal contents: Included with the bid are to be the following components:
 - a. City of Franklin Bid Submittal Form, executed in full;
 - b. Detailed vendor-supplied description of bid product(s) and/or service(s);
 - c. City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;
 - d. Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;
 - e. Vendor-supplied contact information for minimum of three references (see below);
 - f. City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
 - g. Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;
 - h. City of Franklin Affidavit of Non-Collusion, executed in full;
 - i. City of Franklin Affidavit of Title VI Compliance, executed in full;
 - j. if the bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and
 - k. a complete digital copy of submitted bid documents per these Instructions for Bidders.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-028

11. Bid container label: The outside face of the bid container(s) must be labeled with the following information:

- a. the bidder's name and address; and
- b. the following text:

SEALED BID

City of Franklin solicitation no.
2015-028 (facility landscaping and
related services)
NOT TO BE OPENED EXCEPT AT
BID OPENING February 19, 2015,
2:00 p.m. Central Time

12. Delivery of bids:

- a. Bids are to be addressed and delivered to:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064

- b. Bids must be printed on paper and signed. A bid may be mailed via U.S. Mail or shipped or hand-delivered via courier. Bids submitted to the City electronically (e.g., via e-mail or fax) are not permitted and shall be rejected.
- c. A bid is not considered delivered unless and until it has been received by the City of Franklin Purchasing Office at the physical location listed above. A bid that is en route via U.S. Mail or courier, or delivery of a bid to another City office or location, does not in and of itself constitute delivery of that bid to the City of Franklin Purchasing Office.
- d. The Purchasing Office shall exclusively determine whether a bid was received before the submittal deadline, and shall use the most accurate time piece available in its office as an aide to doing so.

13. Reference request: Bidders must provide three references for similar work completed within the last twelve months. Information to be provided shall include: client name, client address, description of work, contact name and title, and contact telephone number.

14. Selection criteria: Selection of the lowest and best responsive and responsible bid shall be based upon a combination of some or all of the following factors: the quoted purchase costs and/or life-cycle costs to the City of bids that are responsive to the solicitation; compliance with the City's instructions, specifications and standard procurement terms and conditions; any terms and conditions stated by the bidder in the bid; anticipated timeliness of delivery of the bid item(s); the character, integrity and reputation of the bidder; the results of any reference checks; and any prior experience of the City of Franklin with the bidder and/or the bid item(s) and/or any component thereof.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-028

15. Bid tabulation; notice of intent to award: The tabulation of bids received, as prepared by the City, may also indicate a recommendation as to the selection of the lowest and best responsive and responsible bid, in which case the tabulation of bids received also functions as the City's notice of intent to award. Bidders may request a copy of the tabulation of bids received by contacting the City's Purchasing Office (see contact information below) at any time on or after the tentative date of release of the City's tabulation of bids received and notice of intent to award (see Specifications).
16. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Specifications for tentative date of award. Purchases shall be awarded to the bidder who submits the lowest and best responsive and responsible bid. The awards shall be memorialized in writing, using the City's Procurement Agreement form.
17. Other documents to be required of successful bidder: Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide the following documents:
 - a. Vendor-supplied agreement or contract, if any, by and between the City and the bidder to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
 - b. City of Franklin Indemnification Agreement, executed in full;
 - c. Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
 - d. City of Franklin Procurement Agreement, executed for the vendor; and
 - e. If the vendor prefers to be paid by direct deposit (such as "ACH" or "Electronic Funds Transfer") as opposed to credit card, and if the vendor has not been paid by the City by means of direct deposit within the last two (2) years, then the vendor shall submit a completed City's Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
18. City's right to reject bids, waive formalities: The City of Franklin reserves the right to reject any and all bids, and to waive formalities.
19. Errors and omissions (see also "Withdrawal of bids; expiration of submittal validity" above):
 - a. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder before submittal shall be corrected by the bidder. If such a correction results in altering but not replacing one or more documents, then the bidder's representative shall initial each such correction in non-erasable ink.
 - b. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder after submittal but before the bid submittal deadline may be corrected by the bidder but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled "SEALED AMENDED BID" and shall

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-028

otherwise be submitted pursuant to the same instructions above as for the submittal of the original bid documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the bid submittal deadline.

- c. Uncorrected errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the bidder may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal. In the case of a discrepancy between the bidder's unit price for a particular line item as quoted in the bid and the unit price calculated by dividing the bidder's extension price for that same line item by the quantity indicated for that same line item, then the bidder's unit price for that line item as quoted in the bid shall prevail.
- d. Omissions from a bidder'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 bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal.

20. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office (see address above)
purchasing@franklintn.gov
Tel: 615/550-6692
Fax: 615/550-0079

Depending upon the inquiry, the City may request that the question, request for clarification, or request for 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.

Addenda to this procurement solicitation may be issued. Before submitting its response, it is the responsibility of each respondent to confirm whether any addenda to this procurement solicitation have in fact been issued by the City. To do so, please contact the City's Purchasing Office (see contact information above).

21. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-028

22. Vendor protest: A vendor who feels the need to object to either a deficiency of this procurement solicitation or a proposed award pertaining to this procurement solicitation are encouraged, as soon as possible, to express their concerns to and seek remedy from the Purchasing Manager (see contact information above). Vendors who are not satisfied with, or who choose not to pursue, such an informal resolution of their concerns and who feel compelled to lodge a formal protest about some aspect of a City procurement not pertaining to new construction shall do so pursuant to the City's Vendor Protest Procedure for City procurements not pertaining to new construction, a mandatory administrative procedure which all aggrieved actual or prospective vendors must utilize and exhaust prior to seeking judicial review or remedy. For a copy of the City's Vendor Protest Procedure for City of Franklin procurements not pertaining to new construction, please contact the City's Purchasing Office (see contact information above) or click on the following link: <http://www.frankltn.gov/government/finance-administration/purchasing-office/vendor-protest-procedure>.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

1. Solicitation identified: These specifications apply to the following procurement:
City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017

Purchasing Office Solicitation No.: 2015-028

2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 7, 2015**
4. Mandatory* Pre-Bid Conference: **February 11, 2015, 2:00 p.m. Central Time, to be conducted at the jobsites, starting at Jobsite No. 2**

*PLEASE NOTE: Potential bidders are **required** to attend the **mandatory** pre-bid conference. Conference will begin at jobsite no. 2 (former Water Management Department headquarters at 405 Hillsboro Rd.) and then move to jobsite no. 1 (Police headquarters at 900 Columbia Ave.) and then to jobsite no. 3 (former Streets Department headquarters at 108 Southeast Parkway). All three jobsites must be visited during pre-bid conference by one or more representatives of potential bidder in order for that potential bidder to be considered by the City to have attended the pre-bid conference.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **February 19, 2015, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 6, 2015**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 24, 2015**

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

9. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to provide City facility landscaping and related contract services as specified below on a periodic basis for up to the specified term of award. See the accompanying Instructions for Bidders for additional information and instructions.
10. Exceptions:
- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.
11. General terms and conditions:
- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
 - b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
 - c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
 - d. Payment terms. As a matter of practice, the City 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 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
 - e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

12. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a “C” the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an “E” the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City’s specifications shall be identified by the bidder on the City’s specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City’s expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

11.1. General:

- 11.1.1.** _____ Service provider shall, for up to the specified term of award, provide specified services at specified frequency at each of the specified jobsites.
- 11.1.2.** _____ Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to provide the specified services.
- 11.1.3.** _____ The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this solicitation for bids.
- 11.1.4.** _____ The services to be rendered in accordance with this procurement are to be offered for the calendar year 2015 mowing season and the calendar year 2016 mowing season, with one (1) option to extend the term of service for the calendar year 2017 mowing season.
- 11.1.5.** _____ The fees for services rendered shall be quoted by the service provider on a fee-per-service-date basis for each service rendered at each jobsite.
- 11.1.6.** _____ The quoted fees shall remain the same for the specified term of the award, including the calendar year 2017 mowing season if the option to extend the term of service is exercised.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

- 11.1.7. _____ The quoted fees shall be all-inclusive. Service provider shall not charge, and the City of Franklin shall not pay, any other fees or charges submitted by service provider for any expense directly or indirectly related to the provision of the specified services. The quoted fee shall include the cost of all equipment, fuel, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees or business license fees necessary to render the specified services.
- 11.1.8. _____ The City may cancel services for cause, including timeliness in completing services, taking into consideration weather and other circumstances beyond the service provider's control, poor quality of work, or for other reasons if deemed in the City's best interest.
- 11.1.9. _____ The City may cancel any or all of the services for any or all of the jobsites if, for whatever reason, the City determines that the service(s) are no longer necessary at that or those jobsite(s).
- 11.2. _____ The specified services shall be rendered at the following three (3) jobsites, all of which are located within the corporate limits of Franklin, Tennessee:
- 11.2.1. _____ Jobsite No. 1: Police headquarters at 900 Columbia Ave. (see Appendix No. 1)
- 11.2.2. _____ Jobsite No. 2: former Water Management Department headquarters at 405 Hillsboro Rd. (see Appendix No. 2)
- 11.2.3. _____ Jobsite No. 3: former Streets Department headquarters at 108 Southeast Parkway (see Appendix No. 3)
- 11.3. _____ Mowing services shall include:
- 11.3.1. _____ The day of the week for mowing service shall be by mutual agreement between the City and the service provider.
- 11.3.2. _____ Mowing the areas that have been mowed recently.
- 11.3.3. _____ Collect and remove litter from the jobsite.
- 11.3.4. _____ Mow grass and weeds to the heights indicated in Notes section below. Clippings may be mulched or bagged and removed, at the discretion of the service provider. If mulched, clippings shall not be visible from the street upon completion, and shall not choke or otherwise damage the underlying plant.
- 11.3.5. _____ Trim grass and weeds along paved surfaces and other lawn edges, around buildings, structures, trees, fences, etc.
- 11.3.6. _____ Blow or otherwise clear clippings and leaves from paved surfaces.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

- 11.3.7.** _____ Debris removed from any jobsite shall be disposed of properly. City shall reimburse the service provider for the cost of such disposal if at the City of Franklin Solid Waste Transfer Station, 417 Century Court, but only for debris removed from one or more of the specified jobsites.
- 11.4.** Mulching services shall include:
- 11.4.1.** _____ The day of the week for mulching services shall be by mutual agreement between the City and the service provider.
- 11.4.2.** _____ Mulching the areas that are currently mulched.
- 11.4.3.** _____ Dead flower tops and/or sprigs shall be trimmed, mulch beds shall be cleaned, pre- and post-emergent treatment shall be applied and mulch shall be added, all as necessary.
- 11.5.** Shrubbery trimming services shall include:
- 11.5.1.** _____ The day of the week for shrubbery trimming services shall be by mutual agreement between the City and the service provider.
- 11.5.2.** _____ Trimming existing shrubbery.
- 11.6.** Other requirements:
- 11.6.1.** _____ Service provider shall provide the specified services for all specified jobsites at the frequency indicated in the Notes section below and on the Bid Submittal Form, or upon request of the City, for up to the specified term of the award.
- 11.6.2.** _____ Services to be rendered shall be provided only on City business days (Monday through Friday, except holidays observed by the City), and shall be provided only between the hours of 7:00 a.m. and 4:00 p.m. Central Time.
- 11.6.3.** _____ Whenever weather does not permit the delivery of any of the specified services when it is otherwise scheduled to be delivered, then the City and the service provider shall, by mutual agreement, reschedule the next date of service delivery for that service.
- 11.6.4.** _____ If services are requested by the City other than during the periodic schedule referenced above, then service provider shall, weather permitting, provide those services within three (3) City business days of the request.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

- 11.6.5.** _____ Service provider shall, no later than 3:00 p.m. Central Time on the City business day immediately preceding the intended date of service, notify the City-designated contact person of the service provider's intent to render services for each date that service is rendered. Service provider may ask the City-designated contact person for authorization to render services the same date of notification but is not authorized to provide those services unless permission to do so is given by the City-designated contact person. Notification of the service provider's intent to render services for each date that service is rendered may be in person or by telephone, fax or e-mail.
- 11.6.6.** _____ Services rendered are subject to inspection by the City, both during and following the date of service.
- 11.7.** Notes:
- 11.7.1.** For Jobsite No. 1 only:
- 11.7.1.1.** _____ Services to be rendered: Mowing, mulching and shrubbery trimming.
- 11.7.1.2.** _____ In addition to areas adjacent to Police headquarters building, jobsite also includes areas within the parking garage as well as the perimeter, along with the turf and mulch beds located between the curb and sidewalks located along Natchez Street, Ninth Avenue and Plaza Street.
- 11.7.1.3.** _____ Mow weekly to a finished height of between two (2) and three (3) inches.
- 11.7.1.4.** _____ The brown tone areas as depicted in Appendix No. 1 are mulch.
- 11.7.1.5.** _____ The large mulch bed area behind the parking garage has been a mixture of pine straw and mulch.
- 11.7.2.** For Jobsite No. 2 only:
- 11.7.2.1.** _____ Services to be rendered: Mowing and shrubbery trimming.
- 11.7.2.2.** _____ Mow once every two weeks to a finished height of between three (3) and four (4) inches.
- 11.7.3.** For Jobsite No. 3 only:
- 11.7.3.1.** _____ Services to be rendered: Mowing, mulching and shrubbery trimming.
- 11.7.3.2.** _____ Mow once every two weeks to a finished height of between three (3) and four (4) inches.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

11.8. Insurance requirements:

11.8.1.1. _____ Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only

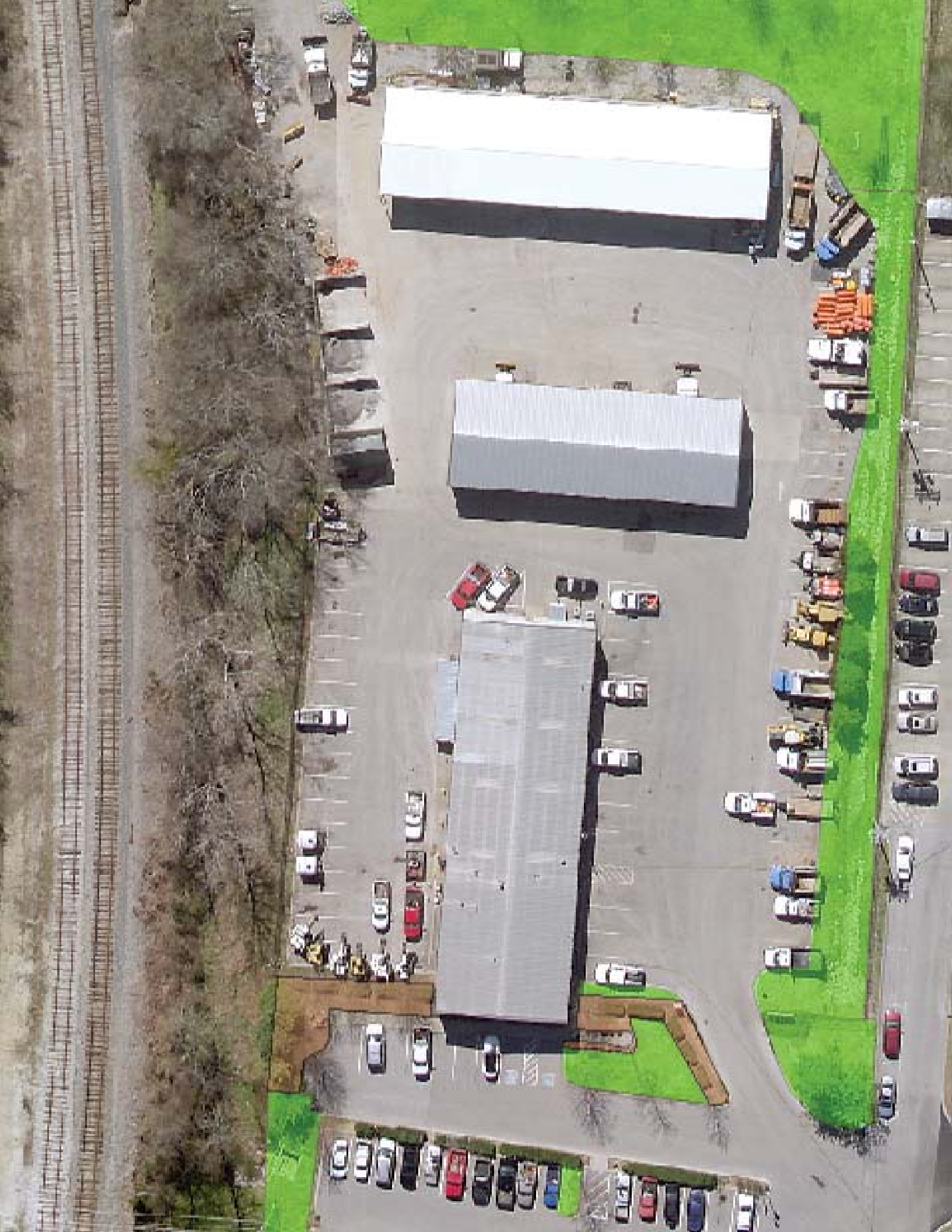
11.8.1.2. _____ If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

11.8.1.3. _____ In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of 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 procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

11.8.1.4. _____ The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.







Bid 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.: 2015-028

Vendor's name, street address, and mailing address:											
Vendor's contact person's name (printed), title, telephone number and e-mail address:											
Does the bidder take any exceptions to the City's procurement solicitation?						<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder 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 type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.					
Jobsite No.	Facility	Description of Service	Estimated quantity of service dates per year	Total fee for service per service date	Extended price (estimated quantity per year times fee per service date)						
1	Police headquarters at 900 Columbia Ave.	Mowing and related	40	\$ _____	\$ _____						
		Mulching and related	2	\$ _____	\$ _____						
		Shrubbery trimming	1	\$ _____	\$ _____						
2	property 405 Hillsboro Rd.	Mowing and related	20	\$ _____	\$ _____						
		Shrubbery trimming	1	\$ _____	\$ _____						
3	property at 108 Southeast Parkway	Mowing and related	20	\$ _____	\$ _____						
		Mulching and related	2	\$ _____	\$ _____						
		Shrubbery trimming	1	\$ _____	\$ _____						
Grand total: (based on estimated quantities of service dates per year)					\$ _____						
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?						<input type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____.					

Bid 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.: 2015-028

Vendor's name:	_____
Last date (no sooner than April 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	_____
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none"> • Detailed vendor-supplied description of bid product(s) and/or service(s); • City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; • Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Vendor-supplied contact information for minimum of three references; • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; and • A complete hard copy of submitted bid documents per the Instructions for Bidders. 	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	<input type="checkbox"/> Addendum No. _____ received. <input type="checkbox"/> Addenda Nos. _____ received. <input type="checkbox"/> No addenda received.
Signature of bidder'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 bid submitted herewith.	<div style="text-align: center;"> _____ (signature) </div>
Title of bidder'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 _____)
) SS
County of _____)

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: _____

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) 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 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. 2015 - 028

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 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.
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. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, 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 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.

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.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20__ - ____)

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

1. CITY issued (a) on ____ __, 20__ Purchasing Office Solicitation No. 20__-__, a procurement solicitation for bids for _____, and (b) on ____ __, 20__ Addendum No. __ to Purchasing Office Solicitation No. 20__-__ (collectively, “SOLICITATION”), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid/proposal dated ____ __, 20__ (“SUBMITTAL”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) 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 meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate(s) 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.
5. In the event that insurance coverage documented by Certificate(s) 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.
6. VENDOR agrees to impose the City’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
7. VENDOR has now also submitted CITY’s Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20__ - ____)

8. CITY awarded on _____, 20__ and now desires to retain **VENDOR** to _____, pursuant to SOLICITATION, SUBMITTAL and tabulation, as prepared by CITY, of bids received in response to SOLICITATION, a copy of which tabulation is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.

[OR]

9. CITY awarded on _____, 20__ and now desires to retain **VENDOR** to _____, pursuant to SOLICITATION and SUBMITTAL, and as follows:

Item No.	Description	Quantity	Unit Price	Extended Price	Invoice Due and Payable
1					upon delivery/completion, net 30 days from date of delivery/completion or date of invoice, whichever is later
2					upon delivery/completion, net 30 days from date of final delivery/completion or date of invoice, whichever is later
Total:	All specified materials and services				

10. **[If applicable:]** 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; (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.

11. In the event of a conflict between CITY's SOLICITATION and **VENDOR**'s SUBMITTAL, CITY's SOLICITATION shall supersede any conflicting terms and conditions within **VENDOR**'s SUBMITTAL, except for any exceptions identified by **VENDOR** in its SUBMITTAL and accepted at the time of award by CITY.

[OR]

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor

Approved as to Form:

Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____ - _____)

Attachment No. 1

SOLICITATION

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____ - _____)

Attachment No. 2

SUBMITTAL

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

Attachment No. 3

Certificate(s) of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
			Commercial General Liability	
			Automobile Liability	
			Workers Compensation and Employers' Liability	

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____ - _____)

Attachment No. 4

Indemnification Agreement

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____ - _____)

Attachment No. 5

Tabulation of bids received

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)

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-028

1. Solicitation identified: This Addendum No. 1 applies to the following procurement:

City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017

Purchasing Office Solicitation No.: 2015-028

2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 7, 2015**
4. Mandatory* Pre-Bid Conference: **February 11, 2015, 2:00 p.m. Central Time, to be conducted at the jobsites, starting at Jobsite No. 2**

*PLEASE NOTE: Potential bidders are **required** to attend the **mandatory** pre-bid conference. Conference will begin at jobsite no. 2 (former Water Management Department headquarters at 405 Hillsboro Rd.) and then move to jobsite no. 1 (Police headquarters at 900 Columbia Ave.) and then to jobsite no. 3 (former Streets Department headquarters at 108 Southeast Parkway). All three jobsites must be visited during pre-bid conference by one or more representatives of potential bidder in order for that potential bidder to be considered by the City to have attended the pre-bid conference.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
6. Addendum No. 1 release date: **February 13, 2015**
7. Bids submittal deadline and scheduled opening: **February 19, 2015, 2:00 p.m. Central Time**
8. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 6, 2015**
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 24, 2015**

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-028

10. Addendum:

In reference to the City of Franklin's February 7, 2015 Purchasing Office Solicitation No. 2015-028 for City facility landscaping and related contract services, the City has determined that certain aspects of the solicitation need to be revised. The purpose of this Addendum No. 1 is to announce to all interested vendors the City's determination to make the following revisions:

- A. Instruction 10.k of the Instructions for Bidders needs to be revised. As issued, instruction 10.k read, "a complete digital copy of submitted bid documents per these Instructions for Bidders." By this addendum, the City hereby revises instruction 10.k to read, "a complete hard copy of submitted bid documents per these Instructions for Bidders."
- B. The Specifications need to be revised. Two separate documents, each presenting the specifications as revised to date, are attached:
- One document presents the specifications as revised to date with all revisions from the specifications as originally released marked (the file name of this version is "2015-028 Specifications, as revised per Addendum No. 1, changes MARKED"). This version is provided merely for the convenience of the bidder interested in knowing exactly what changes have been made to the specifications as originally released, and should not be included in the bid submittal.
 - The other document presents the specifications as revised to date with all revisions from the specifications as originally released unmarked (the file name of this version is "2015-028 Specifications, as revised per Addendum No. 1, CLEAN"). This version is provided as a substitute for the specifications as originally released and shall be marked by the bidder as to compliance therewith as per the instructions therein and submitted with their bid for this procurement.
11. Bidders to use revised specifications: Bidders shall indicate compliance with or the need to take an exception to the specifications as revised to date by so marking the "CLEAN" version of the revised specifications as per the instructions therein instead of those specifications issued originally. Bidders shall submit the "CLEAN" version of the revised specifications, marked as per the instructions therein, along with all other documents required for a complete bid submittal.
12. Submittal deadline and scheduled bid opening: Please note that the submittal deadline and scheduled opening of all bids received remains unchanged and is:
- February 19, 2015, 2:00 p.m. Central Time**
13. Acknowledge receipt of Addendum: Bidders shall acknowledge receipt of this addendum on the Bid Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-028

14. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079

15. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

1. Solicitation identified: These specifications apply to the following procurement:
City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017

Purchasing Office Solicitation No.: 2015-028

2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 7, 2015**
4. Mandatory* Pre-Bid Conference: **February 11, 2015, 2:00 p.m. Central Time, to be conducted at the jobsites, starting at Jobsite No. 2**

*PLEASE NOTE: Potential bidders are **required** to attend the **mandatory** pre-bid conference. Conference will begin at jobsite no. 2 (former Water Management Department headquarters at 405 Hillsboro Rd.) and then move to jobsite no. 1 (Police headquarters at 900 Columbia Ave.) and then to jobsite no. 3 (former Streets Department headquarters at 108 Southeast Parkway). All three jobsites must be visited during pre-bid conference by one or more representatives of potential bidder in order for that potential bidder to be considered by the City to have attended the pre-bid conference.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **February 19, 2015, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 6, 2015**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 24, 2015**

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

9. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to provide City facility landscaping and related contract services as specified below on a periodic basis for up to the specified term of award. See the accompanying Instructions for Bidders for additional information and instructions.

10. Exceptions:
 - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

11. General terms and conditions:
 - a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
 - b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
 - c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
 - d. Payment terms. As a matter of practice, the City 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 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
 - e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

12. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a “C” the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an “E” the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City’s specifications shall be identified by the bidder on the City’s specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City’s expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

12.1. General:

- 12.1.1.** _____ Service provider shall, for up to the specified term of award, provide specified services at specified frequency at each of the specified jobsites.
- 12.1.2.** _____ Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to provide the specified services.
- 12.1.3.** _____ The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this solicitation for bids.
- 12.1.4.** _____ The services to be rendered in accordance with this procurement are to be offered for the calendar year 2015 mowing season and the calendar year 2016 mowing season, with one (1) option to extend the term of service for the calendar year 2017 mowing season.
- 12.1.5.** _____ The fees for services rendered shall be quoted by the service provider on a fee-per-service-date basis for each service rendered at each jobsite.
- 12.1.6.** _____ The quoted fees shall remain the same for the specified term of the award, including the calendar year 2017 mowing season if the option to extend the term of service is exercised.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.1.7. _____ The quoted fees shall be all-inclusive. Service provider shall not charge, and the City of Franklin shall not pay, any other fees or charges submitted by service provider for any expense directly or indirectly related to the provision of the specified services. The quoted fee shall include the cost of all equipment, fuel, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees or business license fees necessary to render the specified services.
- 12.1.8. _____ The City may cancel services for cause, including timeliness in completing services, taking into consideration weather and other circumstances beyond the service provider's control, poor quality of work, or for other reasons if deemed in the City's best interest.
- 12.1.9. _____ The City may cancel any or all of the services for any or all of the jobsites if, for whatever reason, the City determines that the service(s) are no longer necessary at that or those jobsite(s).
- 12.2. _____ The specified services shall be rendered at the following three (3) jobsites, all of which are located within the corporate limits of Franklin, Tennessee:
- 12.2.1. _____ Jobsite No. 1: Police headquarters at 900 Columbia Ave. (see Appendix No. 1)
- 12.2.2. _____ Jobsite No. 2: former Water Management Department headquarters at 405 Hillsboro Rd. (see Appendix No. 2)
- 12.2.3. _____ Jobsite No. 3: former Streets Department headquarters at 108 Southeast Parkway (see Appendix No. 3)
- 12.3. _____ Mowing services shall include:
- 12.3.1. _____ The day of the week for mowing service shall be by mutual agreement between the City and the service provider.
- 12.3.2. _____ Mowing the areas that have been mowed recently.
- 12.3.3. _____ Collect and remove litter from the jobsite.
- 12.3.4. _____ Mow grass and weeds to the heights indicated in Notes section below. Clippings Except as noted in specification no. 12.7.1.9 below, clippings may be mulched or bagged and removed, at the discretion of the service provider. If mulched, clippings shall not be visible from the street upon completion, and shall not choke or otherwise damage the underlying plant.
- 12.3.5. _____ Trim grass and weeds along paved surfaces and other lawn edges, around buildings, structures, trees, fences, etc.
- 12.3.6. _____ Blow or otherwise clear clippings and leaves from paved surfaces.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.3.7. _____ Debris removed from any jobsite shall be disposed of properly. City shall reimburse the service provider for the cost of such disposal if at the City of Franklin Solid Waste Transfer Station, 417 Century Court, but only for debris removed from one or more of the specified jobsites.
- 12.4. _____ Mulching services shall include:
- 12.4.1. _____ The day of the week for mulching services shall be by mutual agreement between the City and the service provider.
- 12.4.2. _____ Mulching the areas that are currently mulched.
- 12.4.3. _____ Dead flower tops and/or sprigs shall be trimmed, mulch beds shall be cleaned, pre- and post-emergent treatment shall be applied and mulch shall be added, all as necessary.
- 12.5. _____ Shrubbery trimming services shall include:
- 12.5.1. _____ The day of the week for shrubbery trimming services shall be by mutual agreement between the City and the service provider.
- 12.5.2. _____ Trimming existing shrubbery.
- 12.6. _____ Other requirements:
- 12.6.1. _____ Service provider shall provide the specified services for all specified jobsites at the frequency indicated in the Notes section below and on the Bid Submittal Form, or upon request of the City, for up to the specified term of the award.
- 12.6.2. _____ Services to be rendered shall be provided only on City business days (Monday through Friday, except holidays observed by the City), and shall be provided only between the hours of 7:00 a.m. and 4:00 p.m. Central Time.
- 12.6.3. _____ Whenever weather does not permit the delivery of any of the specified services when it is otherwise scheduled to be delivered, then the City and the service provider shall, by mutual agreement, reschedule the next date of service delivery for that service.
- 12.6.4. _____ If services are requested by the City other than during the periodic schedule referenced above, then service provider shall, weather permitting, provide those services within three (3) City business days of the request.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.6.5. _____ Service provider shall, no later than 3:00 p.m. Central Time on the City business day immediately preceding the intended date of service, notify the City-designated contact person of the service provider's intent to render services for each date that service is rendered. Service provider may ask the City-designated contact person for authorization to render services the same date of notification but is not authorized to provide those services unless permission to do so is given by the City-designated contact person. Notification of the service provider's intent to render services for each date that service is rendered may be in person or by telephone, fax or e-mail.
- 12.6.6. _____ Services rendered are subject to inspection by the City, both during and following the date of service.
- 12.7. Notes:
- 12.7.1. For Jobsite No. +1 (900 Columbia Ave.) only:
- 12.7.1.1. _____ Services to be rendered: Mowing, mulching and shrubbery trimming.
- 12.7.1.2. _____ In addition to areas adjacent to Police headquarters building, jobsite also includes areas within the parking garage as well as the perimeter, along with the turf and mulch beds located between the curb and sidewalks located along Natchez Street, Ninth Avenue and Plaza Street.
- 12.7.1.3. _____ Mow weekly to a finished height of between ~~two (2) and~~ three (3) and five (5) inches.
- 12.7.1.4. _____ The brown tone areas as depicted in Appendix No. 1 are mulch.
- 12.7.1.5. _____ The large mulch bed area behind the parking garage has been a mixture of pine straw and mulch.
- 12.7.1.6. _____ GLY 4 shall be allowed but only at the paver locations in the front and rear, up against walls and concrete, and in the bed areas when used to treat single areas of weed growth.
- 12.7.1.7. _____ Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.
- 12.7.1.8. _____ The areas to be mulched shall match existing mulched area.
- 12.7.1.9. _____ An allowance of eight (8) times per year when needed for bagging and removal of clippings shall be included in the bid pricing.
- 12.7.1.10. _____ City shall be notified each time clippings are bagged and removed from the jobsite.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.7.2. For Jobsite No. 2 (405 Hillsboro Rd.) only:
- 12.7.2.1. _____ Services to be rendered: Mowing and shrubbery trimming.
- 12.7.2.2. _____ Mow once every two weeks to a finished height of between three (3) and ~~four~~ (five (5)) inches.
- 12.7.2.3. A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth.
- 12.7.2.4. Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.
- 12.7.2.5. In addition to the area indicated on Appendix No. 2, some additional area shall be mowed as discussed at the February 11, 2015 pre-bid conference.
- 12.7.3. For Jobsite No. 3 (108 Southeast Parkway) only:
- 12.7.3.1. _____ Services to be rendered: Mowing, mulching and shrubbery trimming.
- 12.7.3.2. _____ Mow once every two weeks to a finished height of between three (3) and ~~four~~ (five (5)) inches.
- 12.7.3.3. A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth.
- 12.7.3.4. Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

12.8. Insurance requirements:

12.8.1.1. _____ Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only

12.8.1.2. _____ If and when insurance coverage documented by the certificate(s) 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 procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

12.8.1.3. _____ In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of 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 procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

12.8.1.4. _____ The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

1. Solicitation identified: These specifications apply to the following procurement:
City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017

Purchasing Office Solicitation No.: 2015-028

2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 7, 2015**
4. Mandatory* Pre-Bid Conference: **February 11, 2015, 2:00 p.m. Central Time, to be conducted at the jobsites, starting at Jobsite No. 2**

*PLEASE NOTE: Potential bidders are **required** to attend the **mandatory** pre-bid conference. Conference will begin at jobsite no. 2 (former Water Management Department headquarters at 405 Hillsboro Rd.) and then move to jobsite no. 1 (Police headquarters at 900 Columbia Ave.) and then to jobsite no. 3 (former Streets Department headquarters at 108 Southeast Parkway). All three jobsites must be visited during pre-bid conference by one or more representatives of potential bidder in order for that potential bidder to be considered by the City to have attended the pre-bid conference.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **February 19, 2015, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 6, 2015**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 24, 2015**

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

9. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to provide City facility landscaping and related contract services as specified below on a periodic basis for up to the specified term of award. See the accompanying Instructions for Bidders for additional information and instructions.
10. Exceptions:
- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.
11. General terms and conditions:
- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
 - b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
 - c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
 - d. Payment terms. As a matter of practice, the City 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 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
 - e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

12. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a “C” the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an “E” the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City’s specifications shall be identified by the bidder on the City’s specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City’s expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

12.1. General:

- 12.1.1.** _____ Service provider shall, for up to the specified term of award, provide specified services at specified frequency at each of the specified jobsites.
- 12.1.2.** _____ Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to provide the specified services.
- 12.1.3.** _____ The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this solicitation for bids.
- 12.1.4.** _____ The services to be rendered in accordance with this procurement are to be offered for the calendar year 2015 mowing season and the calendar year 2016 mowing season, with one (1) option to extend the term of service for the calendar year 2017 mowing season.
- 12.1.5.** _____ The fees for services rendered shall be quoted by the service provider on a fee-per-service-date basis for each service rendered at each jobsite.
- 12.1.6.** _____ The quoted fees shall remain the same for the specified term of the award, including the calendar year 2017 mowing season if the option to extend the term of service is exercised.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.1.7. _____ The quoted fees shall be all-inclusive. Service provider shall not charge, and the City of Franklin shall not pay, any other fees or charges submitted by service provider for any expense directly or indirectly related to the provision of the specified services. The quoted fee shall include the cost of all equipment, fuel, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees or business license fees necessary to render the specified services.
- 12.1.8. _____ The City may cancel services for cause, including timeliness in completing services, taking into consideration weather and other circumstances beyond the service provider's control, poor quality of work, or for other reasons if deemed in the City's best interest.
- 12.1.9. _____ The City may cancel any or all of the services for any or all of the jobsites if, for whatever reason, the City determines that the service(s) are no longer necessary at that or those jobsite(s).
- 12.2. _____ The specified services shall be rendered at the following three (3) jobsites, all of which are located within the corporate limits of Franklin, Tennessee:
- 12.2.1. _____ Jobsite No. 1: Police headquarters at 900 Columbia Ave. (see Appendix No. 1)
- 12.2.2. _____ Jobsite No. 2: former Water Management Department headquarters at 405 Hillsboro Rd. (see Appendix No. 2)
- 12.2.3. _____ Jobsite No. 3: former Streets Department headquarters at 108 Southeast Parkway (see Appendix No. 3)
- 12.3. _____ Mowing services shall include:
- 12.3.1. _____ The day of the week for mowing service shall be by mutual agreement between the City and the service provider.
- 12.3.2. _____ Mowing the areas that have been mowed recently.
- 12.3.3. _____ Collect and remove litter from the jobsite.
- 12.3.4. _____ Mow grass and weeds to the heights indicated in Notes section below. Except as noted in specification no. 12.7.1.9 below, clippings may be mulched or bagged and removed, at the discretion of the service provider. If mulched, clippings shall not be visible from the street upon completion, and shall not choke or otherwise damage the underlying plant.
- 12.3.5. _____ Trim grass and weeds along paved surfaces and other lawn edges, around buildings, structures, trees, fences, etc.
- 12.3.6. _____ Blow or otherwise clear clippings and leaves from paved surfaces.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.3.7. _____ Debris removed from any jobsite shall be disposed of properly. City shall reimburse the service provider for the cost of such disposal if at the City of Franklin Solid Waste Transfer Station, 417 Century Court, but only for debris removed from one or more of the specified jobsites.
- 12.4. _____ Mulching services shall include:
- 12.4.1. _____ The day of the week for mulching services shall be by mutual agreement between the City and the service provider.
- 12.4.2. _____ Mulching the areas that are currently mulched.
- 12.4.3. _____ Dead flower tops and/or sprigs shall be trimmed, mulch beds shall be cleaned, pre- and post-emergent treatment shall be applied and mulch shall be added, all as necessary.
- 12.5. _____ Shrubbery trimming services shall include:
- 12.5.1. _____ The day of the week for shrubbery trimming services shall be by mutual agreement between the City and the service provider.
- 12.5.2. _____ Trimming existing shrubbery.
- 12.6. _____ Other requirements:
- 12.6.1. _____ Service provider shall provide the specified services for all specified jobsites at the frequency indicated in the Notes section below and on the Bid Submittal Form, or upon request of the City, for up to the specified term of the award.
- 12.6.2. _____ Services to be rendered shall be provided only on City business days (Monday through Friday, except holidays observed by the City), and shall be provided only between the hours of 7:00 a.m. and 4:00 p.m. Central Time.
- 12.6.3. _____ Whenever weather does not permit the delivery of any of the specified services when it is otherwise scheduled to be delivered, then the City and the service provider shall, by mutual agreement, reschedule the next date of service delivery for that service.
- 12.6.4. _____ If services are requested by the City other than during the periodic schedule referenced above, then service provider shall, weather permitting, provide those services within three (3) City business days of the request.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.6.5.** _____ Service provider shall, no later than 3:00 p.m. Central Time on the City business day immediately preceding the intended date of service, notify the City-designated contact person of the service provider's intent to render services for each date that service is rendered. Service provider may ask the City-designated contact person for authorization to render services the same date of notification but is not authorized to provide those services unless permission to do so is given by the City-designated contact person. Notification of the service provider's intent to render services for each date that service is rendered may be in person or by telephone, fax or e-mail.
- 12.6.6.** _____ Services rendered are subject to inspection by the City, both during and following the date of service.
- 12.7.** Notes:
- 12.7.1.** For Jobsite No. 1 (900 Columbia Ave.) only:
- 12.7.1.1.** _____ Services to be rendered: Mowing, mulching and shrubbery trimming.
- 12.7.1.2.** _____ In addition to areas adjacent to Police headquarters building, jobsite also includes areas within the parking garage as well as the perimeter, along with the turf and mulch beds located between the curb and sidewalks located along Natchez Street, Ninth Avenue and Plaza Street.
- 12.7.1.3.** _____ Mow weekly to a finished height of between three (3) and five (5) inches.
- 12.7.1.4.** _____ The brown tone areas as depicted in Appendix No. 1 are mulch.
- 12.7.1.5.** _____ The large mulch bed area behind the parking garage has been a mixture of pine straw and mulch.
- 12.7.1.6.** _____ GLY 4 shall be allowed but only at the paver locations in the front and rear, up against walls and concrete, and in the bed areas when used to treat single areas of weed growth.
- 12.7.1.7.** _____ Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.
- 12.7.1.8.** _____ The areas to be mulched shall match existing mulched area.
- 12.7.1.9.** _____ An allowance of eight (8) times per year when needed for bagging and removal of clippings shall be included in the bid pricing.
- 12.7.1.10.** _____ City shall be notified each time clippings are bagged and removed from the jobsite.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.7.2.** For Jobsite No. 2 (405 Hillsboro Rd.) only:
- 12.7.2.1.** _____ Services to be rendered: Mowing and shrubbery trimming.
- 12.7.2.2.** _____ Mow once every two weeks to a finished height of between three (3) and five (5) inches.
- 12.7.2.3.** _____ A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth.
- 12.7.2.4.** _____ Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.
- 12.7.2.5.** _____ In addition to the area indicated on Appendix No. 2, some additional area shall be mowed as discussed at the February 11, 2015 pre-bid conference.
- 12.7.3.** For Jobsite No. 3 (108 Southeast Parkway) only:
- 12.7.3.1.** _____ Services to be rendered: Mowing, mulching and shrubbery trimming.
- 12.7.3.2.** _____ Mow once every two weeks to a finished height of between three (3) and five (5) inches.
- 12.7.3.3.** _____ A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth.
- 12.7.3.4.** _____ Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

12.8. Insurance requirements:

12.8.1.1. _____ Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only

12.8.1.2. _____ If and when insurance coverage documented by the certificate(s) 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 procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

12.8.1.3. _____ In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of 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 procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

12.8.1.4. _____ The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2015-0055)

Attachment No. 2

SUBMITTAL

Bid 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.: 2015-028


Vendor's name, street address, and mailing address:		LSI (Landscape Services, Inc.) 204 River Hills Dr Nashville, TN 37210			
Vendor's contact person's name (printed), title, telephone number and e-mail address:		Nate Thompson Regional Business Development (615) 761-4360 NateThompson@LSIpros.net			
Does the bidder take any exceptions to the City's procurement solicitation?		<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder 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 type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.			
Jobsite No.	Facility	Description of Service	Estimated quantity of service dates per year	Total fee for service per service date	Extended price (estimated quantity per year times fee per service date)
1	Police headquarters at 900 Columbia Ave.	Mowing and related	40	\$ 180	\$ 7,200
		Mulching and related	2	\$ 7,275	\$ 14,550
		Shrubbery trimming	1	\$ 1,950	\$ 1,950
2	property 405 Hillsboro Rd.	Mowing and related	20	\$ 100	\$ 2,000
		Shrubbery trimming	1	\$ 400	\$ 400
3	property at 108 Southeast Parkway	Mowing and related	20	\$ 150	\$ 3,000
		Mulching and related	2	\$ 625	\$ 1,250
		Shrubbery trimming	1	\$ 550	\$ 550
Grand total: (based on estimated quantities of service dates per year)					\$ 30,900
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?				<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____	

Bid 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.: 2015-028

Vendor's name:	<u>LSI (Landscape Services, Inc.)</u>
Last date (no sooner than April 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	<u>April 30, 2015</u>
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none"> • Detailed vendor-supplied description of bid product(s) and/or service(s); • City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; • Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Vendor-supplied contact information for minimum of three references; • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; and • A complete hard copy of submitted bid documents per the Instructions for Bidders. 	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	<input checked="" type="checkbox"/> Addendum No. <u>1</u> received. <input type="checkbox"/> Addenda Nos. _____ received. <input type="checkbox"/> No addenda received.
Signature of bidder'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 bid submitted herewith.	 _____ (signature)
Title of bidder's authorized representative:	<u>Regional Business Development</u>
Date of signature:	<u>2/19/15</u>

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

1. Solicitation identified: These specifications apply to the following procurement:
City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017

Purchasing Office Solicitation No.: 2015-028

2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 7, 2015**
4. Mandatory* Pre-Bid Conference: **February 11, 2015, 2:00 p.m. Central Time, to be conducted at the jobsites, starting at Jobsite No. 2**

*PLEASE NOTE: Potential bidders are **required** to attend the **mandatory** pre-bid conference. Conference will begin at jobsite no. 2 (former Water Management Department headquarters at 405 Hillsboro Rd.) and then move to jobsite no. 1 (Police headquarters at 900 Columbia Ave.) and then to jobsite no. 3 (former Streets Department headquarters at 108 Southeast Parkway). All three jobsites must be visited during pre-bid conference by one or more representatives of potential bidder in order for that potential bidder to be considered by the City to have attended the pre-bid conference.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **February 19, 2015, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 6, 2015**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 24, 2015**

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

9. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to provide City facility landscaping and related contract services as specified below on a periodic basis for up to the specified term of award. See the accompanying Instructions for Bidders for additional information and instructions.
10. Exceptions:
- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.
11. General terms and conditions:
- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
 - b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
 - c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
 - d. Payment terms. As a matter of practice, the City 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 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
 - e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

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- Bidders are required to mark with a “C” the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an “E” the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City’s specifications shall be identified by the bidder on the City’s specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City’s expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

- 12.1. C General:
- 12.1.1. C Service provider shall, for up to the specified term of award, provide specified services at specified frequency at each of the specified jobsites.
- 12.1.2. C Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to provide the specified services.
- 12.1.3. C The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this solicitation for bids.
- 12.1.4. C The services to be rendered in accordance with this procurement are to be offered for the calendar year 2015 mowing season and the calendar year 2016 mowing season, with one (1) option to extend the term of service for the calendar year 2017 mowing season.
- 12.1.5. C The fees for services rendered shall be quoted by the service provider on a fee-per-service-date basis for each service rendered at each jobsite.
- 12.1.6. C The quoted fees shall remain the same for the specified term of the award, including the calendar year 2017 mowing season if the option to extend the term of service is exercised.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.1.7. C The quoted fees shall be all-inclusive. Service provider shall not charge, and the City of Franklin shall not pay, any other fees or charges submitted by service provider for any expense directly or indirectly related to the provision of the specified services. The quoted fee shall include the cost of all equipment, fuel, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees or business license fees necessary to render the specified services.
- 12.1.8. C The City may cancel services for cause, including timeliness in completing services, taking into consideration weather and other circumstances beyond the service provider's control, poor quality of work, or for other reasons if deemed in the City's best interest.
- 12.1.9. C The City may cancel any or all of the services for any or all of the jobsites if, for whatever reason, the City determines that the service(s) are no longer necessary at that or those jobsite(s).
- 12.2. The specified services shall be rendered at the following three (3) jobsites, all of which are located within the corporate limits of Franklin, Tennessee:
- 12.2.1. C Jobsite No. 1: Police headquarters at 900 Columbia Ave. (see Appendix No. 1)
- 12.2.2. C Jobsite No. 2: former Water Management Department headquarters at 405 Hillsboro Rd. (see Appendix No. 2)
- 12.2.3. C Jobsite No. 3: former Streets Department headquarters at 108 Southeast Parkway (see Appendix No. 3)
- 12.3. Mowing services shall include:
- 12.3.1. C The day of the week for mowing service shall be by mutual agreement between the City and the service provider.
- 12.3.2. C Mowing the areas that have been mowed recently.
- 12.3.3. C Collect and remove litter from the jobsite.
- 12.3.4. C Mow grass and weeds to the heights indicated in Notes section below. Except as noted in specification no. 12.7.1.9 below, clippings may be mulched or bagged and removed, at the discretion of the service provider. If mulched, clippings shall not be visible from the street upon completion, and shall not choke or otherwise damage the underlying plant.
- 12.3.5. C Trim grass and weeds along paved surfaces and other lawn edges, around buildings, structures, trees, fences, etc.
- 12.3.6. C Blow or otherwise clear clippings and leaves from paved surfaces.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.3.7. C Debris removed from any jobsite shall be disposed of properly. City shall reimburse the service provider for the cost of such disposal if at the City of Franklin Solid Waste Transfer Station, 417 Century Court, but only for debris removed from one or more of the specified jobsites.
- 12.4. Mulching services shall include:
- 12.4.1. C The day of the week for mulching services shall be by mutual agreement between the City and the service provider.
- 12.4.2. C Mulching the areas that are currently mulched.
- 12.4.3. C Dead flower tops and/or sprigs shall be trimmed, mulch beds shall be cleaned, pre- and post-emergent treatment shall be applied and mulch shall be added, all as necessary.
- 12.5. Shrubbery trimming services shall include:
- 12.5.1. C The day of the week for shrubbery trimming services shall be by mutual agreement between the City and the service provider.
- 12.5.2. C Trimming existing shrubbery.
- 12.6. Other requirements:
- 12.6.1. C Service provider shall provide the specified services for all specified jobsites at the frequency indicated in the Notes section below and on the Bid Submittal Form, or upon request of the City, for up to the specified term of the award.
- 12.6.2. C Services to be rendered shall be provided only on City business days (Monday through Friday, except holidays observed by the City), and shall be provided only between the hours of 7:00 a.m. and 4:00 p.m. Central Time.
- 12.6.3. C Whenever weather does not permit the delivery of any of the specified services when it is otherwise scheduled to be delivered, then the City and the service provider shall, by mutual agreement, reschedule the next date of service delivery for that service.
- 12.6.4. C If services are requested by the City other than during the periodic schedule referenced above, then service provider shall, weather permitting, provide those services within three (3) City business days of the request.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.6.5. C Service provider shall, no later than 3:00 p.m. Central Time on the City business day immediately preceding the intended date of service, notify the City-designated contact person of the service provider's intent to render services for each date that service is rendered. Service provider may ask the City-designated contact person for authorization to render services the same date of notification but is not authorized to provide those services unless permission to do so is given by the City-designated contact person. Notification of the service provider's intent to render services for each date that service is rendered may be in person or by telephone, fax or e-mail.
- 12.6.6. C Services rendered are subject to inspection by the City, both during and following the date of service.
- 12.7. Notes:
- 12.7.1. For Jobsite No. 1 (900 Columbia Ave.) only:
- 12.7.1.1. C Services to be rendered: Mowing, mulching and shrubbery trimming.
- 12.7.1.2. C In addition to areas adjacent to Police headquarters building, jobsite also includes areas within the parking garage as well as the perimeter, along with the turf and mulch beds located between the curb and sidewalks located along Natchez Street, Ninth Avenue and Plaza Street.
- 12.7.1.3. C Mow weekly to a finished height of between three (3) and five (5) inches.
- 12.7.1.4. C The brown tone areas as depicted in Appendix No. 1 are mulch.
- 12.7.1.5. C The large mulch bed area behind the parking garage has been a mixture of pine straw and mulch.
- 12.7.1.6. C GLY 4 shall be allowed but only at the paver locations in the front and rear, up against walls and concrete, and in the bed areas when used to treat single areas of weed growth.
- 12.7.1.7. C Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.
- 12.7.1.8. C The areas to be mulched shall match existing mulched area.
- 12.7.1.9. C An allowance of eight (8) times per year when needed for bagging and removal of clippings shall be included in the bid pricing.
- 12.7.1.10. C City shall be notified each time clippings are bagged and removed from the jobsite.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.7.2. C For Jobsite No. 2 (405 Hillsboro Rd.) only:
- 12.7.2.1. C Services to be rendered: Mowing and shrubbery trimming.
- 12.7.2.2. C Mow once every two weeks to a finished height of between three (3) and five (5) inches.
- 12.7.2.3. C A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth.
- 12.7.2.4. C Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.
- 12.7.2.5. C In addition to the area indicated on Appendix No. 2, some additional area shall be mowed as discussed at the February 11, 2015 pre-bid conference.
- 12.7.3. For Jobsite No. 3 (108 Southeast Parkway) only:
- 12.7.3.1. C Services to be rendered: Mowing, mulching and shrubbery trimming.
- 12.7.3.2. C Mow once every two weeks to a finished height of between three (3) and five (5) inches.
- 12.7.3.3. C A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth.
- 12.7.3.4. C Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

12.8. Insurance requirements:

12.8.1.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only

12.8.1.2. C If and when insurance coverage documented by the certificate(s) 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 procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

12.8.1.3. C In the event that insurance coverage documented by the certificate(s) 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 procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

12.8.1.4. C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.



ECOLOGICAL, ECONOMICAL, ETHICAL

OFFICE: (615) 391-3434

204 River Hills Drive

FAX: (615) 391-0922

Nashville, TN 37210

www.LandscapeServicesInc.com

Attn: Brad Wilson
City of Franklin

Regarding the City of Franklin Request for Proposal 2015-028:

LSI would like to thank you for the opportunity to supply a bid.

LSI agrees to all of the terms and conditions of this Request for Proposal as listed herein and fully executed. All machinery, personnel, and alike meet and exceed all industries standards, certifications, and qualifications. All pricing included herein were estimated under this assumption, and LSI will honor the listed pricing until April 30, 2015.

If there are any questions or concerns, please contact me at your convenience.

Best Regards,

Nate Thompson
LSI Regional Business Development
NateThompson@LSIpros.net
(615) 761-4360

Full Service Maintenance, Turf Management, Installations, Floriculture, Irrigation Services, Renovations, Design, Snow Removal

NASHVILLE • FRANKLIN • MURFREESBORO • CLARKSVILLE • CHATTANOOGA

TN Charter #568



LANDSCAPE SERVICES, INC.

ECOLOGICAL, ECONOMICAL, ETHICAL

OFFICE: (615) 391-3434

204 River Hills Drive

FAX: (615) 391-0922

Nashville, TN 37210

www.LandscapeServicesInc.com

Attn: Brad Wilson
City of Franklin

Regarding the City of Franklin Request for Proposal 2015-028, please see below a list of (3) references currently partnered with LSI (Landscape Services, Inc.) as requested:

1.) City of Belle Meade (includes all city owned property including the Boulevard)
Nashville, TN Beth Reardon – City Mgr. 297-6041
Complete grounds management services, irrigation, and flowers displays.

2.) Corporate Centre Office Park * NATIONAL AWARD WINNER
Crescent Centre Drive in Cool Springs, (Franklin, TN)
Complete grounds management Trudy Dixon – (615) 656-2590

3.) City of Brentwood (Library, Service Center, and Municipal Building)
5250 Virginia Way, (Franklin, TN)
Complete grounds management Paola Olson – (615) 310-6941

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) 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 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:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015_028

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:

LSI (Landscape Services, Inc.)

Attn: Janet Miller

204 River Hills Dr.

Nashville, TN 37210

FAX: (615) 391-0922

E-mail: NateThompson@LSIpros.net

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 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.

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. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, 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 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.

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.

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, Nate Thompson, deposes and makes oath that:
(printed name of person signing Affidavit)

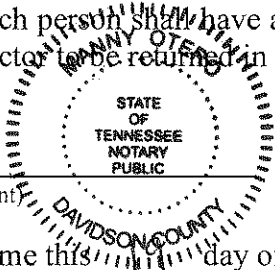
1. He or she is the Authorized Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

LSI (Landscape Services, Inc.)
(legal name of entity submitting bid or proposal)

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

- 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;
- Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
- 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;
- 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
- 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)



Regional Business Development
(title of Affiant)

Sworn and subscribed to before me this February day of 2015

[Signature]
(Notary Public)

My Commission Expires: 7/4/18

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

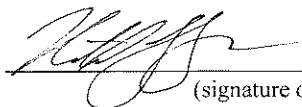
State of Tennessee)
County of Williamson) SS

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

1. He or she is the Authorized Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
LSI (Landscape Services, Inc.),
(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.

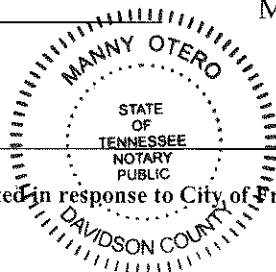

(signature of Affiant)

Regional Business Development
(title of Affiant)

Sworn and subscribed to before me this 19 day of February, 2015


(Notary Public)

My Commission Expires: 7/4/18



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

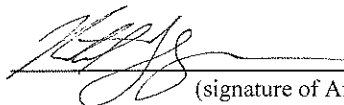
State of Tennessee)
County of Williamson) SS

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

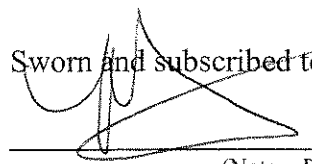
1. He or she is the Authorized Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
LSI (Landscape Services, Inc.),
(legal name of entity submitting bid or proposal)

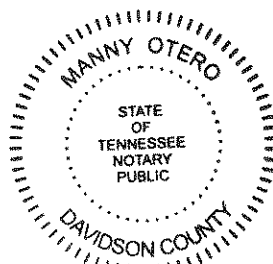
the Bidder or Proposer who has submitted the attached bid or proposal;

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 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.


(signature of Affiant)

Regional Business Development
(title of Affiant)

Sworn and subscribed to before me this 19 day of February, 2015

(Notary Public) My Commission Expires: 7/4/18



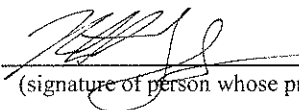
Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

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

1. He or she is the Authorized Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
LSI (Landscape Services, Inc.),
(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)

Regional Business Development
(title of person whose printed name appears above)

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0055)

Attachment No. 3

Certificate of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
2/24/2015	RLH Agency, LLC	**ALL OPS 15/16**	Commercial General Liability	2/13/2016
			Automobile Liability	2/13/2016
			Workers Compensation and Employers' Liability	2/13/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RLH Agency, LLC 30 Burton Hills Blvd. Suite 310 Nashville TN 37215	CONTACT NAME: Robbie Davis	
	PHONE (A/C No. Ext): (615) 665-1955 FAX (A/C No.): (615) 665-1966 E-MAIL ADDRESS: rdavis@rlhagency.com	
INSURED Landscape Services, Inc. 204 River Hills Drive Nashville, TN 37210	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Charter Oak Fire Insurance Co.	25615
	INSURER B: Travelers Property & Casualty	25674
	INSURER C: Phoenix Insurance Co.	25623
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: **ALL OPS 15/16** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CO-8746M333-COF-15	2/13/2015	2/13/2016	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		X	810-8746M333-TIL-15	2/13/2015	2/13/2016	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB						EACH OCCURRENCE \$ 15,000,000
	<input checked="" type="checkbox"/> OCCUR						AGGREGATE \$ 15,000,000
	EXCESS LIAB						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP-8746M333-TIL-15	2/13/2015	2/13/2016	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below			UB-8746M33-3-15	2/13/2015	2/13/2016	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
B	INSTALLATION FLOATER						ANY SINGLE LOCATION: \$10,000
	DED. \$500 / SPECIAL FORM			QT-660-1E02342A-TIL-15	2/13/2015	2/13/2016	TEMPORARY LOC/TRANSIT: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: City of Franklin Contract No. 2015-0055.
City of Franklin is included as Additional Insured per attached CGD246 0805 Additional Indsured endorsement.

CERTIFICATE HOLDER	CANCELLATION
(615) 550-0079 brianw@franklintn.gov	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Franklin, Tennessee Franklin City Hall Suite 107 109 3rd Avenue South P.O. Box 305 Franklin, TN 37065-0305	AUTHORIZED REPRESENTATIVE
	Robert Harris/RJD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.