

# CITY OF FRANKLIN, TENNESSEE

## PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

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THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Best Cleaners of Columbia, LLC, d/b/a New Brand Cleaners (“VENDOR”), who mutually agree as follows:

1. CITY issued on January 24, 2019 Purchasing Office Solicitation No. 2019-005, a procurement solicitation for bids for garment cleaning, pressing, minor repair and alteration services (“SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid dated February 11, 2019 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. CITY declines to accept VENDOR’s exception to CITY’s specification no. 11.3. Thus, specification 11.3 remains in effect as written. CITY acknowledges that heavily soiled garments that require special attention in order to restore to presentable status, such as any that are stained and/or have dirt ground into the garment and/or are torn, qualify as “unusual and extenuating circumstances” and therefore are not subject to the specified definition of the term “timely.”
4. VENDOR acknowledges the sample billing statement included in SUBMITTAL does not meet CITY’s specification no. 11.6.2 and agrees to provide monthly billing statements that do meet CITY’s specification no. 11.6.2 except, if not readily feasible, for unit pricing.
5. VENDOR included in SUBMITTAL CITY’s Standard Procurement Terms and Conditions with VENDOR’s contact information inserted (“CITY’S TERMS”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
6. VENDOR has now also submitted a/{number} Certificate(s) of Insurance (“CERTIFICATE(S) OF INSURANCE”), a copy/copies of which is/are 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.
7. 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.
8. 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 cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
9. VENDOR agrees to impose CITY’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

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10. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
11. CITY awarded on April 9, 2019 to VENDOR the purchase of garment cleaning, pressing, minor repair and alteration services pursuant to SOLICITATION, SUBMITTAL and this AGREEMENT.
12. CITY expects VENDOR to render awarded services by the next business day, except in unusual and extenuating circumstances in which case VENDOR shall, as soon as possible, notify the proper contact at the Franklin Police Department. Failure by VENDOR to meet this expectation shall constitute grounds for CITY to cancel award and/or consider VENDOR to be in breach of contract.
13. The term of award shall commence upon execution of this AGREEMENT and shall expire one (1) year 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 four (4) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with the Chief of Police of CITY, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (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; and (e) at CITY's discretion, CITY and VENDOR may negotiate an additional extension beyond such expiration. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
14. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

For VENDOR:

For CITY:

\_\_\_\_\_  
(signature of VENDOR's authorized representative)

\_\_\_\_\_  
(signature of CITY's authorized representative)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_ City Administrator

Approved as to Form:

\_\_\_\_\_  
Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2019-0077)

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**Attachment No. 1**

Excerpts from 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**

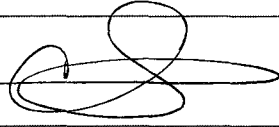
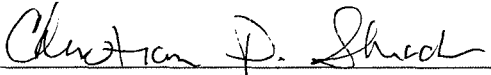
Purchasing Office Solicitation No.: 2019-005

<b>Vendor's name, street address, and mailing address (if different):</b>	Best Cleaners of Columbia, LLC <hr/> DBA New Brand Cleaners <hr/> 314 East James Campbell Blvd. <hr/> Columbia, Tn 38401 <hr/>
<b>Vendor's contact person's name (printed), title, telephone number and e-mail address:</b>	Chris Shrader <hr/> Owner, managing member <hr/> 931-334-9977 <hr/> Cshrader421@gmail.com <hr/>
<b>Does the bidder take any exceptions to the City's procurement solicitation?</b>	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.
<b>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?</b>	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.
<b>Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?</b>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____
<b>Last date (no sooner than April 30, 2019) that bid and associated pricing is valid and may be accepted by the City:</b>	April 30, 2019 <hr/>
<b>Are the following components included with this Bid Submittal Form in the bid submittal?</b> <ul style="list-style-type: none"> <li>• Detailed vendor-supplied description of bid product(s) and/or service(s);</li> <li>• City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;</li> <li>• Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;</li> <li>• Vendor-supplied contact information for minimum of three (3) references per the Instructions for Bidders pertaining to this procurement solicitation;</li> <li>• City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;</li> <li>• Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;</li> <li>• City of Franklin Affidavit of Non-Collusion, executed in full;</li> <li>• City of Franklin Affidavit of Title VI Compliance, executed in full; and</li> <li>• If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.</li> </ul>	<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).

# 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.: 2019-005

<b>Vendor's name:</b>	_____
<b>Method of payment</b> – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Bank credit card.
<b>Acknowledge any and all issued addenda to this solicitation:</b> (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	<input checked="" type="checkbox"/> Addendum No. 1. <input type="checkbox"/> Addenda Nos. 1 through _____. <input type="checkbox"/> No addenda.
<b>Subscription and affirmation of bidder's authorized representative:</b> By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 _____ (signature)
<b>Signature of bidder's authorized representative:</b> I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 _____ (signature)
<b>Title of bidder's authorized representative:</b>	Managing Member _____
<b>Date of signatures:</b>	02/11/2019 _____

# 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.: 2019-005

Quoted bid pricing for specified services:			
Specified Service	Estimated Quantity <sup>1</sup>	Vendor's quoted bid price:	
Cleaning and pressing, as appropriate (on a per-garment basis)		Men's	Women's
uniform shirts	10,400	\$ 2.00	\$ 2.00
dress shirts	1,040	\$ 1.75	\$ 1.75
blouses	312	n/a	\$ 2.75
uniform pants	10,400	\$ 3.00	\$ 3.00
dress pants	1,040	\$ 3.00	\$ 3.00
skirts	24	n/a	\$ 3.00
dresses	24	n/a	\$ 5.25
uniform suit jackets	1,040	\$ 3.25	\$ 3.25
blazers	12	\$ 3.25	\$ 3.25
jackets	1,040	\$ 4.75	\$ 4.75
heavy coats	6	\$ 5.00	\$ 5.00
vest covers	6	\$ 1.75	\$ 1.75
neckties	12	\$ 1.00	\$ 1.00
coat linings	6	\$ 1.00	\$ 1.00
8-point dress hats	6	\$ 1.00	\$ 1.00
Making minor repairs, as appropriate (on a per-repair basis)		<u>Unisex</u>	
zippers for pants, skirts and dresses	6	\$ 10.50	
zippers for jackets and heavy coats	6	\$ 20.00 if they can even be done	
pockets for shirts and blouses	6	\$ 4.00	
pockets for suit jackets and blazers	6	\$ 4.00	
pockets for pants, jackets & heavy coats	6	\$ 3.00	
buttons for shirts and blouses	6	\$ 50	
buttons for pants, skirts and dresses	6	\$ 50	
buttons for suit jackets and blazers	6	\$ 1.50	
Making alterations, as appropriate (on a per-alteration basis)		<u>Unisex</u>	
Skirt – Machine Stitched Hem	10	\$ 10.00	
Skirt – Take In/Let Out Waist (if enough seam)	10	\$ 10.00	
Pants/Slacks – adjust inseam length	25	\$ 10.00	
Pants/Slacks w/cuffs – adjust inseam length	10	\$ 12.00	
Pants/Slacks – Take In/Let Out Waist	25	\$ 10.00	
Shirt/Blouse Sleeves, cuffed hem – shortened	10	\$ 15.00	
Shirt/Blouse – taper sides	10	\$ 15.00	
Suit Jacket Sleeves, lined, w/buttons – shorten or lengthen	5	\$ 25.00	
Suit Jacket Hem – Straight Hem w/lining	5	\$ 25.00	
Suit Jacket – Side seams in/out	5	\$ 25.00	
Rip repair – on seam line	10	\$ 4.00	
Rip repair – elsewhere on clothing	10	\$ 4.00	
Add patches (machine stitched, all sizes) to garments	150	\$ 4.00ea	

<sup>1</sup> The quantity indicated for each service to be priced represents the approximate number of units of that service that the Police Department might require in a 12-month period. For garments that are priced by sex, for purposes of calculating the annual value of the bid, the City will assume 85% of the garments are men's and 15% of the garments are women's, unless otherwise indicated. These numbers are estimates only and do not represent a guaranteed minimum or maximum.

# BEST CLEANERS

# -STATEMENT-

314 East James Campbell Blvd.  
Columbia, TN 38401  
9313816333

Fire Dept City Of Columbia  
1000 S.Garden St  
Attn: Dana McDaniel  
Columbia TN 38401

(Activity from 12/31/18 To 01/31/19.)  
Terms: Net Due

Date	Description	Activity	Balance
	Balance Forward	67.34	67.34
01/28/19	Member: Fire Dept City Of Columbia ID#: 0 Check#: 117869	-67.34	0.00
	Member: Fire Dept City Of Columbia ID#: 0	67.34CR	
12/31/18	Member: Cummins, Chris ID#: 02 788897 City of Columbia	3.04	3.04
12/31/18	800789 City of Columbia	3.04	6.08
01/14/19	808820 City of Columbia	3.04	9.12
	Member: Cummins, Chris ID#: 02	9.12	
01/09/19	Member: Scott, Tony ID#: 3122 802451 City of Columbia	1.52	10.64
01/21/19	809196 City of Columbia	1.52	12.16
01/25/19	813404 City of Columbia	1.52	13.68
	Member: Scott, Tony ID#: 3122	4.56	
12/31/18	Member: Dyer, Garry ID#: 3157 803379 City of Columbia	1.52	15.20
01/07/19	805427 City of Columbia	3.04	18.24
01/12/19	807752 City of Columbia	3.04	21.28

# BL T CLEANERS

# -STATEMENT-

314 East James Campbell Blvd.  
 Columbia, TN 38401  
 9313816333

Fire Dept City Of Columbia  
 1000 S.Garden St  
 Attn: Dana McDaniel  
 Columbia TN 38401

(Activity from 12/31/18 To 01/31/19.)  
 Terms: Net Due

Date	Description	Activity	Balance
01/18/19	810219 City of Columbia	3.04	24.32
01/24/19	812696 City of Columbia	3.04	27.36
01/30/19	814783 City of Columbia	3.32	30.68
	Member: Dyer, Garry ID#: 3157	17.00	
	Member: Beatty, josiah ID#: 3277		
01/02/19	804217 City of Columbia	4.56	35.24
01/21/19	805570 City of Columbia	1.52	36.76
	Member: Beatty, josiah ID#: 3277	6.08	
	Member: cobb, ty ID#: 98		
01/03/19	802850 City of Columbia	4.56	41.32
01/03/19	802415 City of Columbia	1.52	42.84
01/28/19	810547 Household	17.99	60.83
	Member: cobb, ty ID#: 98	24.07	

Current	31-60 Past Due	61-90 Past Due	91+ Past Due	Late Charge
60.83	0.00	0.00	0.00	0.00

Statement Date	Amount Due	Terms	Remit Amount
02/01/19	60.83	Net Due	

Store: 000 PUL  
 (931) 380-2728  
 Fire Dept City Of Columbia  
 1000 S.Garden St  
 Attn: Dana McDaniel  
 Columbia TN 38401



**Pro Cleaners**  
314 E. James Campbell  
Columbia, TN 38401  
931-381-6333



CITY OF COLUMBIA, POLICE (931) CITY  
707 North Main  
Columbia, TN 38401  
816114

(931) 560-1614

DUE: TUE 01/29/19 5:00pm

MEMBER: Gideon, Joey ID: 3162

1 (B2895605) Dress Uni. 2.75  
Trousers BLACK SOLID

1 (B2643205) DUTY UNIFORM 2.75  
TROUSER NAVY SOLID

1 (B2909688) Duty L/S Shirt 1.52  
NAVY SOLID

Sales Tax .64

TOTAL 7.66

You have earned 24 frequent fabricare pts to date  
01/25/19 11:07 AM RPT:MM 01/28/19 STH201 Rack: MM IP MM



TUES

816114 - 3

CITY OF COLUMBIA, P

## **Attachment No.2**

### **City's Terms 11.3.**

I would like to request a two-day turn around on the items picked up. Most officers have multiple sets of uniforms and this would allow for us to provide better service and quality. In the event you do not agree we are still able to provide the services requested.

**References:**

1. City of Columbia Police Department  
707 North Main St.  
Columbia, Tennessee 38401  
Dry cleaning and repair of Police uniforms  
Sherry Sheeter- Accounts payable  
931-560-1614  
[Ssheeter@columbiatn.com](mailto:Ssheeter@columbiatn.com)
  
2. City of Columbia Fire Department  
1000 South Garden St.  
Columbia, Tennessee 38401  
Dry cleaning and repair of uniforms and gear  
931-380-2728  
Ty Cobb-Chief  
[Cfradmin@columbiatn.com](mailto:Cfradmin@columbiatn.com)
  
3. Maury Regional Hospital  
1224 Trotwood Ave.  
Columbia, Tennessee 38401  
Ted Bradshaw- Manager Sleep Centers  
931-490-7378  
[Tbradshaw@mauryregional.com](mailto:Tbradshaw@mauryregional.com)

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

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1. Solicitation identified: These specifications apply to the following procurement:  
**garment cleaning, pressing, minor repair and alteration services**  
**Purchasing Office Solicitation No.: 2019-005**
2. Notice to Bidders publication date: **January 24, 2019**
3. Solicitation release date: **January 24, 2019**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 5, 2019, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **February 12, 2019, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 8, 2019**
7. 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 26, 2019**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to render the specified services. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
  - a. 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 by the City 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

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

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expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The bidder awarded the purchase 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 expects the bidder awarded the purchase to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City pays for goods and/or services only after receipt and acceptance by the City of all such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for all such goods and/or services as ordered, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The bidder awarded the purchase 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 bidder awarded the purchase 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.

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

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- h. Other documents to be required of the bidder recommended to be awarded the purchase. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.
- i. Damages. The bidder awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the bidder's own expense and at no additional charge to the City.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

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

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

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11. 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. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an “E” the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- 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. \_\_\_\_\_ Term of award.

11.1.1.   C   The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of one (1) year, effective upon the effective date of any procurement agreement resulting from this procurement solicitation as such procurement agreement is executed in full by both parties.

11.1.2.   C   At any time after commencement but before or as soon as practicable after the expiration of this term of award, including any extensions to the term of award made pursuant to this provision, the City and the vendor may choose to exercise an option to extend the term of award up to four (4) times, 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 one or more 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 the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

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- 11.2. Services to be rendered, in quantities indicated on the Bid Submittal Form pertaining to this procurement solicitation, shall include, but may not be limited to:
- 11.2.1. C cleaning and pressing (as appropriate) the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets, blazers, jackets, heavy coats, vest covers, neckties, coat linings and 8-point dress hats;
- 11.2.2. C making minor repairs, such as to zippers, pockets and buttons, to the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets, blazers, jackets and heavy coats;
- 11.2.3. C making alterations to the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets and blazers; and
- 11.2.4. C picking up garments from and returning same to the Franklin Police Department headquarters, at a specific location mutually designated by authorized representatives of the Franklin Police Department and the vendor, daily except for weekends and holidays observed by the City, at times mutually designated by authorized representatives of the Franklin Police Department and the vendor, with vendor supplying reusable garment bags for each Franklin Police Department employee utilizing the vendor's delivery service, said bags to remain the property of the vendor;
- 11.3. E Services shall be rendered in a timely manner. For the purposes of this Solicitation, "timely" shall be defined to mean the next business day, except in unusual and extenuating circumstances in which case the vendor shall, as soon as possible, notify the proper contact at the Franklin Police Department.
- 11.4. C Services shall be rendered to a level of quality meeting or exceeding the performance expectations of retail customers typical for the garment cleaning services industry.
- 11.5. Communication:
- 11.5.1. C To promote clear communication between the Franklin Police Department and the vendor, vendor shall make available for use by Franklin Police Department a garment-servicing-special-instructions slip that may be attached to the garment. Slip shall be marked by the vendor and returned with the garment indicating how the special request was handled.



# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

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- 11.5.2. C Vendor shall agree to have an authorized representative communicate with one or more authorized representatives of the Franklin Police Department once every three (3) months to discuss the timeliness and quality of services being rendered pursuant to this solicitation and to develop and implement courses of action to be taken to correct any deficiencies.
- 11.5.3. C For any alterations requested which shall exceed a total of \$50.00 per garment, vendor shall obtain prior authorization by the proper contact at the Franklin Police Department.
- 11.6. Billing:
- 11.6.1. C Payment terms as indicated in provision 11.d above shall apply to monthly statements rather than individual invoices.
- 11.6.2. C Monthly statements shall itemize each service rendered by individual and shall indicate invoice numbers, name of individuals for whom services were rendered, and date, quantity, unit pricing and extended pricing. A summary of all services rendered for all individuals, indicating quantity, unit pricing and extended pricing for each service rendered, shall also be included on the monthly statement.
- 11.6.3. C A sample invoice and a sample monthly statement shall be included in the bidder's sealed bid submittal.
- 11.7. Risk management:
- 11.7.1. C Because access to secure areas of the Franklin Police Station may be granted to the bidder awarded the purchase, employees of the bidder awarded the purchase who would be rendering garment pick-up and/or delivery services pursuant to this procurement solicitation may be required by the City to have passed a criminal background check conducted by the Franklin Police Department.

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

**11.7.2.** Insurance requirements:

**11.7.2.1.** C Before award of the procurement by the City, the bidder recommended to 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	<ul style="list-style-type: none"> <li>• \$1,000,000 Each Occurrence</li> <li>• \$2,000,000 General Aggregate</li> <li>• \$1,000,000 Personal and Advertising Injury</li> <li>• \$2,000,000 Products-Completed Operations Aggregate</li> </ul>	Certificate of Insurance shall indicate Certificate Holder <sup>1</sup> as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder <sup>1</sup> as Additional Insured with Additional Insured endorsement attached
Workers Compensation <sup>2</sup>	<ul style="list-style-type: none"> <li>• Statutory Limits</li> <li>• Waiver of Subrogation shall apply</li> </ul>	Certificate Holder <sup>1</sup> only
Employers Liability <sup>2</sup>	<ul style="list-style-type: none"> <li>• \$1,000,000 Bodily Injury Each Accident</li> <li>• \$1,000,000 Policy Limit Bodily Injury by Disease</li> <li>• \$1,000,000 Each Employee Bodily Injury by Disease</li> </ul>	Certificate Holder <sup>1</sup> only
Bailees' Customers Property Floater	\$500,000 Property Floater Limit	Certificate Holder <sup>1</sup> only

**11.7.2.2.** 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 bidder awarded the purchase 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.

<sup>1</sup> Certificate Holder shall be listed as follows:  
 City of Franklin  
 109 3<sup>rd</sup> Ave. South  
 Franklin, TN 37064

<sup>2</sup> Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

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- 11.7.2.3. 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 bidder awarded the purchase 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.
- 11.7.2.4. C The bidder awarded the purchase shall agree 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.

# 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 Maury ) SS

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

1. He or she is the Owner and Managing member of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Best Cleaners of Columbia, LLC  
(legal name of entity submitting bid or proposal)

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

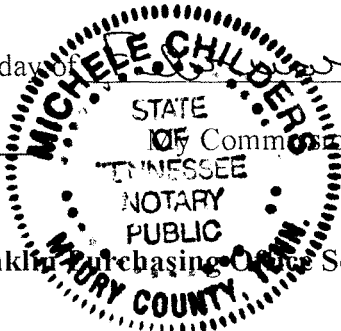
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer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

[Signature]  
(signature of Affiant)

Owner + Managing Member  
(title of Affiant)

Sworn and subscribed to before me this 12 day of February, 2019

Michele Childers  
(Notary Public)



Commission Expires: 01-21-2020

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2019-005)

**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 Maury ) SS  
Affiant, Chris Shrader, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Owner and Managing member of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Best Cleaners of Columbia, LLC,  
(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)

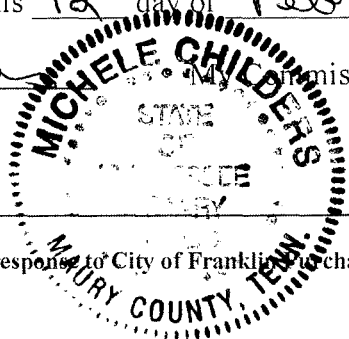
Owner & Managing member

(title of Affiant)

Sworn and subscribed to before me this 12 day of February, 2019

Michele Childers  
(Notary Public)

My Commission Expires: 01-21-2020



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

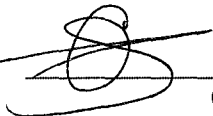
State of Tennessee )  
County of Maury ) SS

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

1. He or she is the Owner and Managing Member of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Best Cleaners of Columbia, LLC  
(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.

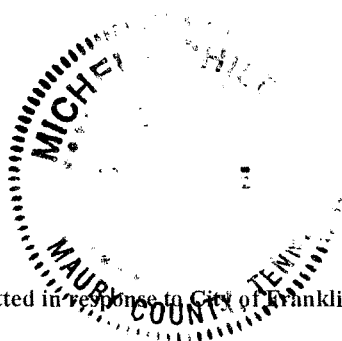
  
(signature of Affiant)

Owner & Managing Member  
(title of Affiant)

Sworn and subscribed to before me this 12 day of February, 2019

Michelle Childers  
(Notary Public)

My Commission Expires: 01-21-2020



**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2019-0077)

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**Attachment No. 2**

**CITY'S TERMS**

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
4. 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.
5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin  
Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2019\_005  
109 Third Ave. South  
P.O. Box 305  
Franklin, TN 37065-0305  
FAX: 615-550-0079  
E-mail: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

In the case of Vendor:

Best Cleaners of Col. llc  
Attn: Chris Shrader  
314 East James Campbell Blvd.  
Columbia, Tn 38401  
931-381-6333  
Cshrader421@gmail.com



# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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6. 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.
7. 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.
8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
10. 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.
11. 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

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12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
13. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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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 30<sup>th</sup> calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.
18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

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## Attachment No. 3

### CERTIFICATE(S) OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
				Commercial General Liability	
				Automobile Liability	
				Workers Compensation and Employers' Liability	
				Bailees' Customers Property Floater	

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2019-0077)

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**Attachment No. 4**

**INDEMNIFICATION AGREEMENT**