

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0312)

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

1. CITY issued (a) on September 8, 2016 Purchasing Office Solicitation No. 2017-004, a procurement solicitation for proposals for sanitary sewer pretreatment program support services (“SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a proposal dated September 29, 2016 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR 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.
4. VENDOR has now also submitted three (3) Certificates of Insurance (“CERTIFICATES OF INSURANCE”), copies of which 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.
5. If and when insurance coverage documented by CERTIFICATES 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.
6. In the event that insurance coverage documented by CERTIFICATES 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.
7. 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.

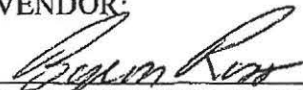
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0312)

8. VENDOR included in SUBMITTAL 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.
9. CITY awarded on November 22, 2016 to VENDOR the purchase of sanitary sewer pretreatment program support services pursuant to SOLICITATION and SUBMITTAL.
10. The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the date of execution 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 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.

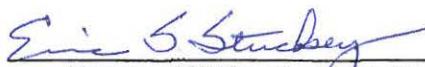
EXECUTED THIS 22nd DAY OF NOVEMBER 2016.

For VENDOR:


(signature of VENDOR's authorized representative)

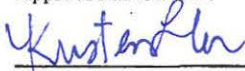
TITLE: Principal/Owner
Monitoring & Mgt Services, LLC

For CITY:


(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:


Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2016-0312)

Attachment No. 1

Excerpts from SUBMITTAL

Proposal Submittal Form

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

Purchasing Office Solicitation No.: 2017-004

Proposer's name, street address, and mailing address:	Monitoring & Management Services, LLC 1812 Old Natchez Trace Franklin, TN 37069
Proposer's contact person's name (printed), title, telephone number and e-mail address:	Byron Ross Principal 615-218-8801 byron@mmsontheweb.com
Does the proposer take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed, 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, proposer takes no exceptions.

Fats, Oils & Grease (FOG) Program Support:

Total quoted proposal pricing for proposed services	Estimated annual quantities	Quoted unit pricing	Estimated annual pricing
Food Service Establishment (FSE) inspections, including database updates and FOG program material handouts for distribution during inspections.	400 FSEs to be inspected per year	\$ <u>85</u> per FSE inspection	\$ <u>34,000</u> per year (equals fee per FSE inspection times 400)
Noncompliance Notification (NCN) follow-up inspections at FSEs that have not responded to NCNs, or not provided complete information in the response.	40 FSEs requiring an onsite response per year	\$ <u>85</u> per onsite response	\$ <u>3,400</u> per year (equals fee per onsite response times 40)
Residential FOG Control Education and Awareness	1 budgeted allotment per year	\$ <u>750</u> per year	\$ <u>750</u> per year (equals budgeted allotment per year)
Consultation as necessary, commercial pretreatment assistance, annual report, special reports, training classes, presentations, educational materials.	60 hours per year	\$ <u>80</u> per hour	\$ <u>4,800</u> per year (equals fee per hour times 60)
Optional web-based FOG tracking database hosted by vendor, to include data management and providing custom reports as requested.	12 months per year	\$ <u>80</u> per month	\$ <u>960</u> per year (equals fee per month times 12)
Total estimated annual FOG Program Support pricing:			\$ <u>43,910.00</u> per year

Proposal Submittal Form

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

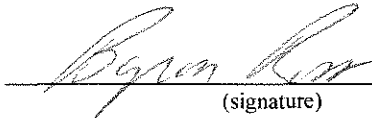
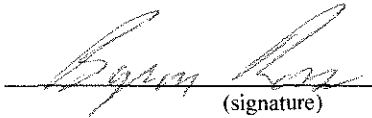
Purchasing Office Solicitation No.: 2017-004

Proposer's name:		Monitoring & Management Services, LLC	
Industrial Pretreatment (IPP) Program Support:			
Total quoted proposal pricing for proposed services	Estimated annual quantities	Quoted unit pricing	Estimated annual pricing
Industrial inspections, including review of items identified by TDEC and EPA in their Significant Industrial Users (SIU) inspection forms, and delivery of inspection results to City's IPP Coordinator for review and filing.	6 SIUs to be inspected twice per year	\$ <u>375</u> per SIU inspection	\$ <u>4,500</u> per year (equals fee per inspection times 12)
TDEC annual IPP report submitted to City's IPP Coordinator for review.	1 IPP report for state	\$ <u>750</u> per IPP report	\$ <u>750</u> per year (equals fee per IPP report)
Special reports, enforcement response, follow-up actions, potential Industrial User (IU) inspections, other IPP-related work, including reviewing SIU results, drafting NOV's or responses as determined by the City's IPP Coordinator, and, as authorized by the City, completing IPP-related tasks to meet regulatory requirements, checking potential IUs and improving the IPP program as necessary.	20 hours per year	\$ <u>80</u> per hour	\$ <u>\$1,600</u> per year (equals fee per hour times 20)
Total estimated annual IPP Program Support pricing:			\$ <u>6,850.00</u> 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 proposer?		<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, proposer requests the following payment terms: _____	
Last date (no sooner than December 31, 2016) that proposal and associated pricing is valid and may be accepted by the City:		January 15, 2017	
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 proposer prefer?		<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.	

Proposal Submittal Form

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

Purchasing Office Solicitation No.: 2017-004

Proposer's name:	Monitoring & Management Services, LLC
Are the following components included with this Proposal Submittal Form in the submittal? <ul style="list-style-type: none">Detailed vendor-supplied description of proposed product(s) and/or service(s);Identification, listing and description of any exceptions to the procurement solicitation;Contact information for required references (see Request for Proposals);City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions;City of Franklin Affidavit of Non-Collusion, executed in full;City of Franklin Affidavit of Title VI Compliance, executed in full; andIf the proposer employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, proposer chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the proposal non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its proposal, it is the responsibility of each potential proposer to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	<input type="checkbox"/> Addendum No. _____ <input type="checkbox"/> Addenda Nos. _____ <input checked="" type="checkbox"/> No addenda.
Subscription and affirmation of proposer's authorized representative: By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature)
Signature of proposer's authorized representative: 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 proposal submitted herewith.	 (signature)
Title of proposer's authorized representative:	Owner, Monitoring & Mgt Services, LLC
Date of signatures:	<u>9/29/2016</u>



City of Franklin Solicitation No. 2017-004

Sanitary Sewer Pretreatment Program Support Services

This proposal was prepared and submitted by Monitoring and Management Services, LLC (MMS) owner, Byron Ross. The contents of this proposal have all the required components for Solicitation No. 2017-004, and include:

- MMS Proposal Submittal Form
- Description of MMS Proposed Services, Qualifications, and Experience
- MMS Client References
- Certificates of Insurance
- Signed Indemnification Agreement
- Standard Procurement Terms and Conditions with MMS contact information
- Signed Affidavit of Non-Collusion
- Signed Affidavit of Title VI Compliance
- Signed Affidavit of Drug-Free Workplace

MMS helped initiate the City of Franklin's fats, oils and grease (FOG) program and has provided assistance for the City's Industrial Pretreatment Program. MMS appreciates the opportunity to continue to work with the City of Franklin to provide the best service for the success and continuous improvement of the City's FOG and Industrial Pretreatment Programs.



Byron Ross, Monitoring and Management Services, LLC Owner

1812 Old Natchez Trace, Franklin, TN 37069

Email: byron@mmsontheweb.com

Phone: 615-218-8801

Website: www.mmsontheweb.com

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

<u>Table of Contents</u>	<u>Page</u>
Company Overview.....	1
Project Approach and Business Plan.....	2
Related Project Experience.....	4
Project Team Members and Organizational Structure.....	6
Key Personnel Resumes.....	8
Additional Information for Proposal.....	9
SOFT Web-based Database Screenshots.....	10
FOG Inspection Reporting Example.....	Appendix A
Certificates of Insurance.....	Appendix B
Indemnification Agreement.....	Appendix C
Standard Procurement Terms and Conditions.....	Appendix D
Affidavit of Non-Collusion.....	Appendix E
Affidavit of Title VI Compliance.....	Appendix F
Affidavit of Drug-Free Workplace.....	Appendix G

COMPANY OVERVIEW

Monitoring and Management Services, LLC (MMS) is a sole member LLC small business that has over fourteen (14) years of experience implementing and providing fats, oils, and grease (FOG) control program assistance for over sixty (60) municipalities and utilities. Byron Ross, MMS Owner, has over twenty-nine (29) years' experience in industrial pretreatment, wastewater treatment, and environmental monitoring. MMS FOG core program design is based on the United States Environmental Protection Agency's (US EPA) Capacity, Management, Operation, and Maintenance protocol that includes the nine (9) key elements for a successful FOG program: legal authority, plans review and design standards, inspections, permitting/control mechanisms, enforcement, communication, performance measures, public education, and an information management system. MMS initiated the Grease Control Equipment Certification Program and Approved Grease Waste Hauler Program that has been adopted by several cities in the U.S. The certification program and approved hauler program have helped to identify leaking or noncompliant grease interceptors and traps, and have also led to the prosecution of haulers for illegal dumping of wastes. Also, MMS developed a web-based database (*SOFT-Sewer Maintenance, Overflows, FOG Tracking*) to allow real-time data entry and photograph documentation of food service establishment inspections, enforcement actions, correspondence, and generation of special reports. In addition, MMS has provided FOG inspection and program training classes for Tennessee Department of Environment and Conservation (TDEC), Kentucky-Tennessee Water Environment Federation, and US EPA Regions 1, 4, 5, 6, and 9. MMS has worked with cities that have been issued Consent Decrees by US EPA to improve their FOG programs. Four (4) MMS clients, including the City of Franklin, TN and Metro Water Services, Nashville, TN, have received the Kentucky-Tennessee Pretreatment Excellence Award due in part to the success of their FOG program. Also, US EPA and TDEC have recognized MMS clients' FOG programs as exemplary programs during pretreatment audits. MMS recognizes that the main goal is to prevent FOG related sanitary sewer overflows and sewer line blockages, however there are several other positive impacts the MMS FOG program can have, including reduction in wastewater treatment plant and sewer collection system maintenance costs, reduction in sewer corrosion and odors, identifying stormwater impacts, and pollution prevention education for food service establishment employees and residential customers. MMS initiated the City of Franklin FOG Control Program in 2007, and since that time the number of commercial FOG related sanitary sewer overflows and FOG sewer line blockages has

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

decreased significantly. Also, FOG discharge prevention residential awareness has increased and MMS conducts onsite visits with apartment complex owners/managers and requires distribution of materials to tenants. All of the FOG program inspection, enforcement and data are tracked in the SOFT (Sewer maintenance, Overflows, FOG Tracking) web-based database.

MMS experience with industrial pretreatment programs includes local limits evaluations and calculations, pretreatment compliance inspections, pretreatment compliance audits, pretreatment needs assessments, enforcement action assessment and assistance, industrial user permitting, combined wastestream formula calculations, pollutant analysis review, and pollutant source identification. Municipal industrial pretreatment clients include: Franklin, TN; Metro Water Services, Nashville, TN; Kingsport, TN; Gallatin, TN; Bowling Green, KY; Princeton, KY; Mt. Juliet, TN; and Chattanooga, TN. Also, Byron Ross has been a subcontractor for US EPA since 2006 and performed pretreatment compliance audits/inspections, local limit reviews, and pretreatment training classes and webinars in EPA Regions 1, 4, 5, 6, and 9.

PROJECT APPROACH AND BUSINESS PLAN

MMS believes in continuous improvement and is excited about advancing the City of Franklin FOG program to another level of excellence. The MMS business plan and project approach includes the eight (8) FOG program major tasks for completion identified by MMS, and are based on experience of FOG program implementation and success. The major tasks include:

- Food Service Establishment FOG Inspections
 - Inspections of Food Service Establishments (FSEs) are the cornerstone for a successful FOG program. Also, due to high turnover rates among FSE managers and employees the inspection is necessary to insure FSEs are aware of FOG control program requirements. MMS has experienced FOG inspectors that go through extensive field training prior to being approved to become FOG inspectors. MMS FOG inspectors conduct thorough inspections of the FSE including checking the grease control equipment components and available capacity, manifests or pumping records review, recon of downstream manholes for FOG impacts and any area stormwater impacts or impacts of illegal dumping, taking photos to document the inspection activities, updating contact and facility information, kitchen fixture unit ID walk-through, and interviewing the FSE owner or manager that includes review of FOG permit requirements, best management practices, and review of any issues or deficiencies identified during the inspection. The FOG inspector inputs all the FOG program inspection data, photos, and documents into the SOFT web-based database for each facility inspected, and the inspector can email the inspection results, photos and necessary certification form to the facility owner or manager. See *Appendix A* for example inspection report that can be emailed. The number of inspections completed each month will be based on historical knowledge that during the months of November and December it is much more difficult to complete inspections due to holidays and increased traffic near FSEs. The MMS inspection team has the ability to complete the 3,500 FSE inspections each year. The MMS FOG Inspector Supervisor assigns areas for FOG inspectors and tracks inspection activity via the database. MMS FOG inspectors performance is reviewed by the FOG Inspector Supervisor with inspection information input into the database reviewed and periodic field performance evaluations conducted. Also, MMS has a thirty-seven (37) page Food Service Establishment FOG Inspector Training Manual that must be reviewed by personnel each year.
- Enforcement
 - In some instances, FSEs violate their FOG permits or cause impacts to the Franklin sewer system. In these instances it is necessary to take appropriate enforcement actions to resolve the noncompliance and prevent sewer system overflows. MMS inspectors will issue noncompliance notifications to FSEs that are discharging FOG, have inadequate grease interceptor or grease trap components or maintenance, or have other deficiencies that impact the City of Franklin sanitary sewer or stormwater sewer system. Noncompliance Notification

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

forms have detail information on the deficiency and explains proper response actions that need to occur. MMS will scan all noncompliance notifications and any other enforcement actions into the web-based database. Also, notifications are tracked in the database with due dates that signal when follow-up actions are necessary for non-responsive FSEs. Any FSEs not adequately responding to Noncompliance Notifications will be notified again, and if there is continued no response the facility is turned over to the City of Franklin Pretreatment Coordinator for escalation in enforcement action.

- Database Management/Information Tracking
 - MMS developed *MMS SOFT (Sewer Maintenance, Overflows, FOG Tracking) "Access"* database for the City in 2007. Due to the need for constant updating of the Access database and need for more real-time data input and management, MMS developed the *MMS SOFT Web-based* database in 2011. *MMS SOFT Web-based* database has allowed City and MMS personnel the ability to check the latest FSE inspection, notification, enforcement, and other documentation immediately from any laptop, iPad, phone, or computer access to the internet. Over fifteen (15) MMS client municipalities and utilities use *MMS SOFT web-based* database. MMS host the web-based database and has included security measures to protect access to the data. Each user has a username and password to access the information. The database is backed-up daily and we have planned hosting space allowances for the next five (5) years. MMS is excited to add to the current SOFT web-based database modules (FOG, SSO, and Sewer Maintenance) an updated plans review module, and plans to add a Grease Waste Hauler reporting module and user tutorial module. Further improvements will be made to allow plans review submittals to be completed on-line to drastically reduce the amount of printed paper, and improve efficiency. Some example screenshots of the MMS SOFT Web-based database are provided (beginning on page 10).
- FOG Permitting
 - Issuing FOG permits makes the FSE aware that FOG control is a serious issue and the FSE must comply with Franklin's sewer use ordinance requirements for nondomestic users. MMS has the capability to issue FOG permits for new FSEs and reissue FOG permits to existing FSEs when their current FOG permit expires. The FOG permit is a five (5) page document with City FOG Management Policy and Sewer Use Ordinance requirements. A permit cover page explaining the critical parts of the permit is included with the permit mailing.
- Grease Control Equipment Certification Program and Grease Waste Hauler Tracking
 - MMS assisted the City of Franklin in establishing a Grease Interceptor and Grease Trap Certification Program. MMS strongly believes that education and certification of grease waste haulers, plumbers and engineers to be able to conduct grease control equipment certifications has provided tremendous benefits to not only the sewer system, but also improved area stream quality due to leaking interceptors. A considerable number of grease interceptors have been replaced since implementation of the Grease Control Equipment Certification program. The MMS Grease Control Equipment Certification Program has been implemented by cities in Tennessee that include: Clarksville, Kingsport, Nashville, Brentwood, Oak Ridge, Knoxville, Bowling Green, KY, Hopkinsville, KY, Louisville, KY and recently included in the Border Environment Cooperation Commission FOG Tool Box. Also, approximately 20 other cities throughout the U.S. have adopted the MMS Grease Control Equipment Certification Program. MMS wants to improve the City's Grease Interceptor and Grease Trap Certification Program by reviewing certification results, identifying and responding to FSEs that have not completed their grease control equipment certification, and continuing to educate plumbing companies, engineers and grease waste haulers about the program. Also, MMS plans to assist the City in updating an Approved Grease Waste Hauler Program with requirements to electronically report the FSEs the hauler companies pump each month. This data, along with grease waste hauler audits, will provide critical information for FSEs that have pumped, have not pumped, and improves the ability to track FOG waste from cradle to grave, verifying final disposal of the waste.

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

- FOG related Sanitary Sewer Overflow (SSO) and Sewer Line Blockage Investigations
 - One of the primary objectives of the FOG program is to prevent FOG related SSO events. MMS Project Manager, FOG Inspector Supervisor and Senior FOG Inspectors will respond to conduct a source identification investigation when a FOG related SSO event occurs. The primary objective is to determine the FOG discharge source(s) and provide recommendations and enforcement actions as necessary to prevent any future SSO events. MMS responds to not only commercial FSE FOG related SSO causes but also residential FOG related SSO events. MMS will conduct onsite visits/inspections of apartment complexes that have been identified as contributing FOG to the sewer system and provide FOG educational materials for distribution to tenants. MMS will track FOG related SSO events and classify based on the source (Commercial FSE, single family residence, multi-family residence, or industrial). Also, MMS will input multi-family dwelling units (apartments) information in the SOFT database so data can be tracked for future reference. MMS and City meetings will include review of FOG related SSO events and the best methods to prevent future SSOs.
- FOG Program Residential Education Materials/Media and Commercial Education Materials
 - MMS will continue to build on some established residential outreach materials that have been previously provided (e.g. "No FOG Dog" animated videos, coloring books, magnets and scrapers, "No Flush Zone" handouts, FOG prevention bill stuffers), and will develop new methods and techniques to reach residential and commercial customers. MMS plans to develop some Youtube videos. The Youtube videos are planned to include videos for residential user awareness with specific target audiences based on the dwelling type; and commercial user education for FSE FOG best management practices, plans review process, and grease control equipment maintenance.
- MMS, Wastewater Superintendent, Pretreatment Coordinator, and City Sewer Maintenance Communication
 - Communication regarding identification of FOG problem areas in the sewer system between MMS, Wastewater Superintendent, Pretreatment Coordinator, and City Sewer Maintenance Services is a critical component for the success of the City of Franklin FOG program. This communication will result in reduced FOG related sanitary sewer overflows (SSO), sewer line blockages, and sewer treatment and maintenance costs. FOG related SSO event communication is essential, with information provided to MMS so follow-up investigations and reports can be conducted to identify the source(s) and assess the location for any other possible issues (e.g. construction impacts, sewer line slope, roots, debris, etc...). All FOG related SSO events will be input in SOFT web-based database SSO Module for tracking. MMS and the Pretreatment Coordinator will conduct monthly meetings to review the FOG program status, SSO events, special investigations, enforcement, performance measurements, and inspections. Also, MMS will communicate to the Pretreatment Coordinator any other issues identified during inspections so they can provide information to the appropriate Department (e.g. Health, Stormwater, Codes, Fire).

RELATED PROJECT EXPERIENCE

MMS FOG inspectors have conducted over 25,000 food service establishment FOG inspections with eight (8) contract municipalities since 2003. This does not include municipalities or utilities that request short-term assessment inspections, or inspections conducted as part of special projects or investigations to identify FOG discharge sources in commercial and residential areas. Some MMS FOG program clients include: Metro Water Services, Nashville, TN; Clarksville, TN; Franklin, TN; Brentwood, TN; Chattanooga, TN; Kingsport, TN; Bowling Green, KY; Louisville, KY; Hopkinsville, KY; Dothan, AL; US EPA. Below are references for some of the MMS FOG program projects.

1. **Client: Metro Water Services, Nashville, TN**
Contact: Mr. Andy Welch, Environmental Compliance
Phone: 615-862-4590

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

Email: joseph.welch@nashville.gov

Address: Metro Water Services, 1360 County Hospital Road, Nashville, TN 37218

Dates of Project: 2003 to present

FOG Program Contractor since 2003 with initial FOG characterization and assessment of over 3,400 food service establishments(FSE), identifying the type of FSE, grease control equipment type and size, and working with the Environmental Compliance Section and Metro Sewer System Maintenance Section to coordinate sewer line cleaning and maintenance of areas characterized as FOG "hotspot" areas. The program has resulted in a drastic decrease in FOG related SSO events (from 230 per year (2002) to 13 per year (2015)). Assisted with developing initial Metro FOG Management Policy referenced by the Sewer Use Ordinance that included grease control equipment sizing, design standards and specifications, and best management practices. Assisted with development and implementation of the Food Service Establishment (FSE) Enforcement Response Guide (ERG) and FOG enforcement protocols. MMS provided residential awareness materials to prevent residential FOG impacts that include: "The No Flush Zone" two sided handout with concentration on FOG but also includes wipes and other debris not to flush down the drain; and the "No FOG Dog" cartoon commercials. Also, MMS tracks all multi-family dwelling unit (e.g. apartments) problems with FOG in the SOFT database and conducts onsite inspections with the property owner or managers.

Implemented web based FOG database for real time tracking and information sharing and initiated addition of a plans review database module to track new FSEs and upgrade of existing FSE's grease control equipment installation. MMS initiated and tracked performance measurements for the FOG program showing increased FOG waste disposal, increase in new grease interceptor installation, decreases in FOG related Sanitary Sewer Overflows (SSO) events and sewer line blockages, and decreased associated sewer maintenance costs. MMS assisted with identifying FOG treatment and disposal options for Metro. Developed commercial grease control equipment maintenance materials, and residential outreach materials, and helped established the Metro Grease Control Equipment Certification Program for grease waste haulers and plumbers to become certified to complete Metro FOG control equipment certification forms. MMS provides instruction and training to area grease waste haulers and plumbers and assists with conducting the grease control equipment certification class. MMS conducts over 1,600 FSE compliance inspections each year, coordinating enforcement actions, issuing FOG Discharge Control Permits to all FSEs, submitting and reviewing sewer line cleaning requests through the Environmental Compliance Section, and conducting special investigations for FOG related SSO events and sewer line blockage to identify for source control.

See website: <http://www.nashville.gov/Water-Services/Environmental-Compliance.aspx>.

2. Client: Clarksville Gas & Water Department, Clarksville, TN

Contact: Ms. Angel Goike, FOG Program Coordinator

Phone: 931-648-5980 or 931-553-2489

Email: angel.goike@cityofclarksville.com

Address: 2215 Madison Street, Clarksville, TN 37043

Dates of Project: 2008 to Present

FOG Program Contractor since 2008 conducting over 550 FSE FOG compliance inspections each year, and identifying commercial, residential, FOG hotspot areas, and illegal dumping activities for the City. MMS developed Clarksville's FOG Ordinance in 2008 that included grease control equipment sizing, design standards and specifications, best management practices, and a FSE ERG. MMS developed Clarksville's "Approved Grease Waste Hauler Program" and "Grease Control Equipment Certification Program" that require grease waste hauler companies to go to a certification class, and sign an agreement to be on the "Clarksville Approved Grease Waste Haulers List". MMS conducts the GCE certification class for the City. MMS issues initial notices of noncompliance to FSEs and inputs inspection and enforcement results into the Clarksville -MMS web based FOG database. Clarksville utilizes MMS SOFT database for inspection, enforcement and FSE activity tracking. MMS FOG program work has resulted in decreases in SSO events,

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

FOG related sewer line blockages, and identification of illegal grease waste hauler dumping events that resulted in prosecution and reimbursement of funds for damages to the City sewer.

3. Client: Kingsport Wastewater Treatment Plant, Kingsport, TN

Contact: Mr. Tom Hensley, Kingsport WWTP Superintendent

Phone: 423-229-9394

Email: tomhensley@kingsportTN.gov

Address: 620 West Industry Drive, Kingsport, TN 37660

FOG Program Contractor since 2005 conducting over 340 FSE FOG inspections each year, identifying commercial and residential FOG hotspot areas for the City that has led to decreased SSO and sewer blockage events. MMS developed Kingsport's FOG Management Policy that includes grease control equipment sizing, design standards and specifications, best management practices, and a FSE ERG. MMS issues initial notices of noncompliance to FSEs and inputs inspection and enforcement results into the Kingsport –MMS web based SOFT database. MMS implemented Kingsport's "Approved Grease Waste Hauler Program" and "Grease Control Equipment Certification Program". MMS conducts grease waste hauler and plumber training classes and the GCE certification class. Also, MMS assist the City with the industrial pretreatment program by conducting significant industrial user inspections, local limits evaluations, calculating significant noncompliance, review of industrial user and wastewater treatment plant pollutant analysis, and providing the TDEC Annual Pretreatment Report.

4. Client: U.S. Environmental Protection Agency

Contact: Mr. Chuck Durham, Tetra Tech Project Manager

Phone: 615-202-2382, or 615-888-2928

Email: chuck.durham@tetrattech.com, also

Contact: Ms. Jan Pickrel, U.S. EPA Industrial Pretreatment

Phone: 202-564-7904

Email: pickrel.jan@epa.gov

Dates of Projects: 2004 to Present

Since 2004, Byron Ross, MMS Principal, has conducted Industrial Pretreatment Compliance Audits and Inspections, and FOG training classes and seminars for US EPA in EPA Regions 1, 4, 5, 6 & 9 (California, Massachusetts, North Carolina, Michigan, Georgia, Tennessee, Texas, Mississippi, and Indiana). Also, current projects for US EPA, as subcontractor for Tetra Tech, include Border Environmental Cooperation Commission FOG Program Tool Kit and training, and lead project manager for the US EPA Hauled Waste Guidance Document update, which is scheduled to be completed in December 2016. In addition, Mr. Ross was the lead inspector and trainer for the PRASA (Puerto Rico Aqueduct and Sewer Authority) FOG Program Evaluation and Training. FOG training classes included FSE FOG inspections, EPA CMOM critical FOG program elements, enforcement/noncompliance issues, grease interceptor and grease trap design, operation and maintenance, stormwater impacts, corrosion impacts, and performance measurements. Also, MMS has conducted webinars for US EPA for FOG, Industrial Pretreatment, and hauled waste.

PROJECT TEAM MEMBERS AND ORGANIZATIONAL STRUCTURE

MMS is a small business with ten (10) employees that provide FOG program inspection and pretreatment assistance to municipal clients. MMS has the financial resources to perform the services requested with annual sales for the last three (3) years from \$355,000 to \$413,000. MMS is confident that we will meet the requirements of the City of Franklin Sanitary Sewer Pretreatment Program Support Services, Solicitation No.: 2017-004, based on our experience, database improvements, and past proven performance of going beyond what is expected. The main inspectors for the City of Franklin FOG program work will be Byron Ross, Nathan Wright, Donnie Stevanus and Ben Ryan. A summary of MMS personnel that will participate in the City of Franklin support services is provided below.

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

- **Byron Ross – MMS Principal/Project Manager.** Byron will be the project manager for the City of Franklin Sanitary Sewer Pretreatment Program Support Services with duties that include communication with City personnel regarding food service establishment inspections, enforcement issues, SSO event follow-ups, grease waste hauler issues, database reports and needs, industrial pretreatment inspections, and FOG impact special reports. Byron will review MMS employee job performance, including thoroughness and professionalism while conducting inspections. Also, he will assist the City as necessary to provide presentations to specific audiences, communicate with grease waste hauler companies, track performance indicators, provide supporting data for meetings, and will insure adjustments are made to the web-based database as necessary to improve efficiency and time management for City employees. In addition, he will provide employee training materials and protocols, safety updates, and conduct administrative duties. Byron will assist with any industrial pretreatment work requests, and will be the lead in any SSO event or special request investigations. Byron has conducted over 6,000 food service establishment FOG inspections, and has been in the wastewater service industry since 1987. MMS office is located in Franklin, TN which allows him to respond to onsite inspections and investigations quickly. (*Resume, see page 8*)
- **Nathan Wright – FOG Inspector Supervisor.** Nathan has over eleven (11) years' experience conducting food service establishment FOG inspections, and has conducted over 7,000 inspections during that time. Nathan's responsibilities include direct supervision of inspectors, assignment of FOG inspection areas to FOG inspectors, providing assistance to inspectors as necessary, training inspectors, tracking and follow-up with noncompliance notifications or enforcement actions, and assisting with special investigations. Nathan's strength is his thorough knowledge of the operation of the MMS SOFT web-based database. He tests and uses the components of the database via an iPad and laptop computer to help implement database improvements and to provide training for others on use of the database. Nathan has developed new FOG module reports and strives for continuous improvement. Nathan will be the MMS second contact person for City of Franklin inquiries. Nathan will be based in Nashville, TN.
- **Donnie Stevanus – Senior FOG Inspector.** Donnie has twelve (12) years' experience conducting food service establishment inspections, and has conducted over 4,000 inspections during that time. Donnie is based in Nashville, TN.
- **Ben Ryan – Senior FOG Inspector.** Ben has twelve (12) years' experience conducting food service establishment inspections, and has conducted over 3,000 inspections during that time. Ben is based in Nashville, TN.
- **Howard Baker – Senior FOG Inspector.** Howard has five (5) years' experience conducting food service establishment inspections, and has conducted over 2,500 inspections during that time. Howard is based in Nashville, TN.
- **Chris Feezor – FOG Inspector.** Chris has four (4) years' experience conducting food service establishment inspections, and has conducted over 2,000 inspections during that time. Chris is based in Nashville, TN.

Other MMS FOG Inspectors

- Steve Clark – FOG Inspector located in Kingsport, TN
- Matthew Gilmore – FOG Inspector located in Nashville, TN
- Reese Brown – FOG Inspector located in Nashville, TN
- Brian Klemm – FOG Inspector located in Nashville, TN

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE**BYRON ROSS**

TITLE: Principal / Owner
Monitoring & Management Services LLC (MMS)

EXPERTISE: FOG Program implementation, inspections, training; Environmental Monitoring; Wastewater Treatment troubleshooting; Industrial Pretreatment Program Audits, Compliance inspections, local limit calculations; Pollutant fate, transport and source identification; hauled waste monitoring.

**ACADEMIC
BACKGROUND:** B.S. Natural Resource Management, University of Tennessee at Martin; Martin, TN
1986

Mr. Ross has over 29 years of environmental science and monitoring experience. In 2002, Mr. Ross founded MMS and concentrated his efforts on Fats, Oils and Grease (FOG) program development and implementation for municipalities. Mr. Ross has worked with over 60 municipalities and utilities in development and implementation of FOG programs, and developed responses to EPA Consent Decrees and Orders for particular cities. Also, he has conducted FOG program training and industrial pretreatment training, including webinars, for US EPA Regions 1, 4, 5, 6, and 9, Tennessee Department of Environment and Conservation, Border Environmental Cooperation Commission, and KY-TN Water Environment Association. He has developed FOG program materials, policies and protocols for municipality, utility, state, and Federal government including FOG inspection training, FOG management policies and ordinances, enforcement response guides, grease control equipment certification, approved grease waste hauler program, and residential FOG control awareness. Since 2003, MMS has conducted over 25,000 food service establishment FOG inspections, and continues to upgrade FOG program data management with the MMS SOFT web-based database that was first put on-line in 2006. Also, MMS works for US EPA as subcontractor for Tetra Tech conducting pretreatment compliance audits and inspections, and local limits reviews in US EPA Regions 1, 4, 5, 6, and 9. In addition, Byron has conducted industrial pretreatment program assessments, industrial waste surveys, and local limit calculations for several cities in Tennessee and Kentucky, including Memphis, Metro Nashville, Chattanooga, Franklin, and Kingsport.

Prior to MMS, Mr. Ross was the chemical site manager for Henkel Chemical Management at the Saturn-GM facility in Spring Hill, TN. He supervised two onsite chemical engineers, a warehouse supervisor and buyer, and was responsible for review, recommendation and purchase of all indirect chemicals necessary for automotive production. He worked with over 70 suppliers, and registered over \$1.5M in cost savings for Saturn as site manager. From 1994 to 2000, Mr. Ross was Environmental Monitoring & Technical Consultant for Environmental Science Corporation. He established the lab's first branch offices, provided technical assistance for water and wastewater treatment, NPDES permit negotiation and supervised environmental sampling and monitoring field section. From 1987 to 1994, Mr. Ross worked with Metro Water Services as plant laboratory technician, biologist and senior chemist. He was involved with the industrial pretreatment program, receiving stream monitoring, and special projects under the direction of the Industrial Waste Coordinator.

PROFESSIONAL CERTIFICATIONS/ AFFILIATIONS:

State of Tennessee Grade 4 Wastewater Treatment Plant Operator License (since 1988)

Instructor and Co-Founder for Ky-Tn WEA Industrial Pretreatment Certification Program (since 2003)

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE**ADDITIONAL INFORMATION FOR PROPOSAL**

- There is no conflict of interest between MMS and/or its employees, and the City.
- MMS has no exceptions to this procurement solicitation.
- MMS has met the City's Insurance Requirements (See Certificates of Insurance attachments).
- No subcontractor will be used by MMS to complete the tasks in this proposal.
- Byron Ross, MMS owner, understands the City's needs as described in the Request for Proposal.
- MMS will invoice the City each month for work completed during the previous month. MMS currently is set up to receive EFT from the City. MMS will submit monthly invoices electronically (via email). Payment of MMS invoices will be net thirty (30) days after the City receipt of the MMS invoice.
- MMS does have a Safety Awareness Program and FOG Inspector Guidance Manual that is required to be reviewed each year.
- MMS does have a Drug-Free Workplace Policy in effect.
- MMS will accept the City's contract based on the procurement solicitation contents.
- MMS will not charge the City any travel costs to perform the proposed work. The proposed fees cover the work to be performed as described in the Request for Proposal. If any additional work is requested by the City, then additional cost will be applied at the rates designated in the MMS proposed fees.
- Risk Associated with Project. MMS personnel check several Metro manholes and FSE grease interceptor manholes. Safety of MMS personnel and citizens is a prime concern when opening these manholes. MMS FOG Inspectors have safety vests, orange safety cones, flashlights, and flashing lights on their vehicles. Also, MMS personnel will team at various locations due to traffic conditions or safety concerns. However, there are some manholes located in high traffic areas that MMS personnel cannot open without assistance from City of Franklin Wastewater Department. In addition, the recent population and vehicle increase in the Franklin area has increased safety concerns with not only major roadways, but also in parking lots. MMS personnel are required to review MMS safety protocols and procedures, and assess each scenario when opening manholes using common sense judgment to determine if the manhole can be accessed and opened safely. Also, when MMS personnel determine that a manhole cannot be safely opened then MMS will contact the Franklin Wastewater Department with the specific manhole ID and request assistance.
- City Collection/Access of Data at Conclusion of Contract. Upon request by the City, MMS will provide all data contained in all of the modules of the SOFT Web-based database to the City. The format of the data will be determined based on mutually agreed format between MMS and the City. Also, at the conclusion of this contract, MMS will provide the City an option to continue using the SOFT Web-based database for a monthly or annual fee.

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

Web-based Database FOG Module Screenshots – Reporting Examples

1. Facilities at a Glance with options to select Facility Information, Contact Information, Inspection Data, Notifications or event history, sampling/monitoring results, photos, and documents; or go to Navigation and go to other sections of the database

HISTORIC FRANKLIN TENNESSEE

Home Databases User Information Support Log Out

Sewer Maintenance Overflow FOG Plans Review E-mail Manager Main Menu

Facilities at a Glance

Facility Summary Report Mail Permit

Facility Permit Number
108

Facility Name
McDonald's (1704 Galleria)

Navigation:
Facilities at a Glance
Manage Facilities
Manage Inspections
Manage Grease Haulers
Manage Monitoring Results
Manage Water Service Providers
Update Permits
Manage Facility Categories
Run Reports

Go Find

Facility Information Contact Information Last Inspection Data Notifications Monitoring Results Photos Documents

Location Information

Address
1704 Galleria Blvd

Address (2)

City Franklin **State** Tennessee **Zip Code** 37064

Effective Date **End Date**

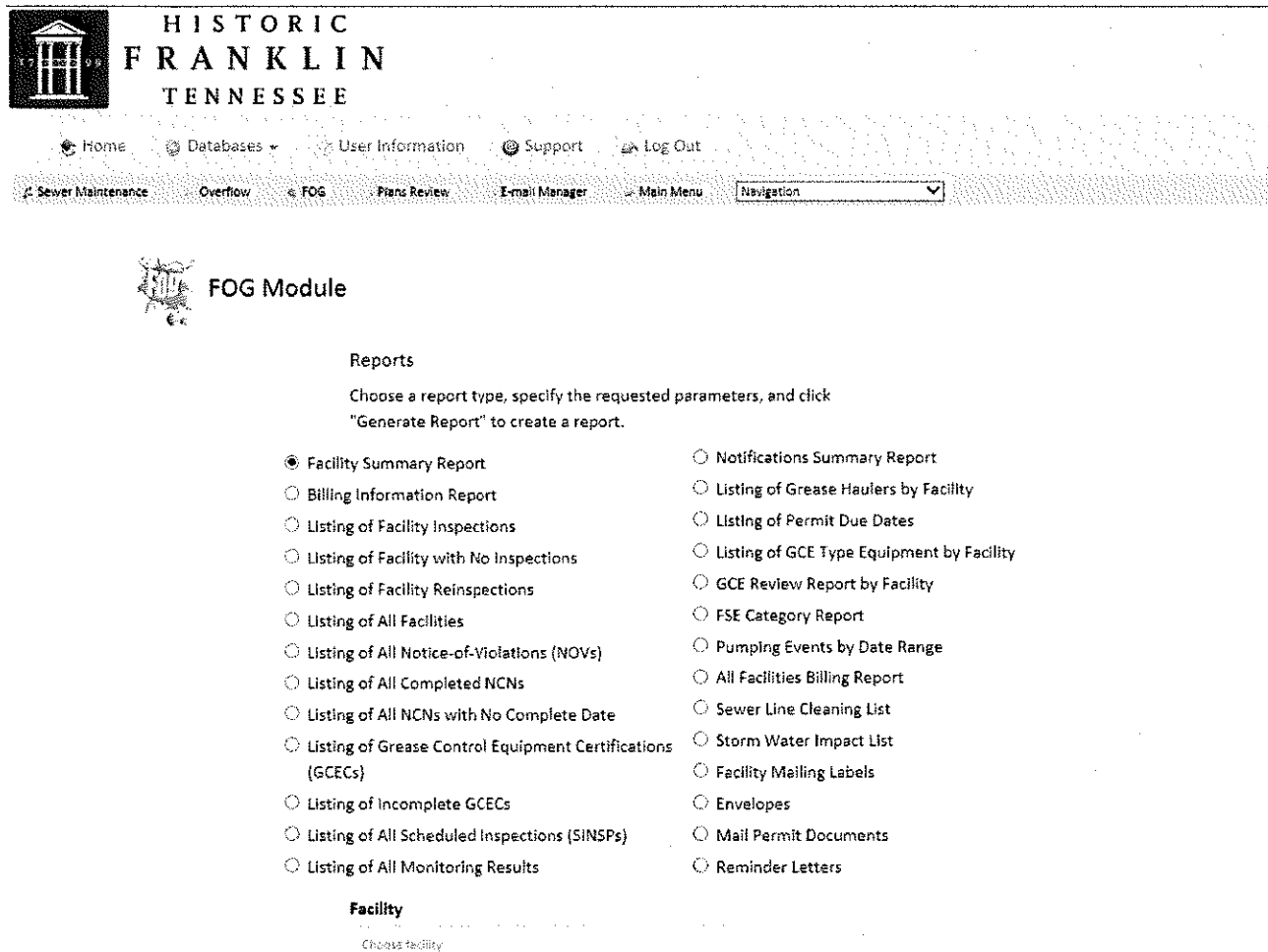
Facility Type Restaurant **Category** 3

GPS ID **Sewer Plat ID** 12109 **Map Parcel ID** **Handy Map ID**

Grease Interceptor Size **Grease Trap Rating/Capacity** **GCE Review**

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

2. Run Reports section



The screenshot shows the web interface for the "Historic Franklin Tennessee" FOG Module. At the top is a navigation bar with links: Home, Databases, User Information, Support, and Log Out. Below this is a secondary navigation bar with links: Sewer Maintenance, Overflow, FOG, Plans Review, Email Manager, and Main Menu, followed by a "Navigation" dropdown menu. The main content area is titled "FOG Module" and contains a "Reports" section. This section instructs the user to "Choose a report type, specify the requested parameters, and click 'Generate Report' to create a report." Below the instruction is a list of 20 report options, each with a radio button. The first option, "Facility Summary Report", is selected. The list is organized into two columns. At the bottom of the form, there is a "Facility" label and a "Choose facility" dropdown menu.

HISTORIC FRANKLIN TENNESSEE

Home Databases User Information Support Log Out

Sewer Maintenance Overflow FOG Plans Review Email Manager Main Menu Navigation

FOG Module

Reports

Choose a report type, specify the requested parameters, and click "Generate Report" to create a report.


- ☒ Facility Summary Report
- ☐ Billing Information Report
- ☐ Listing of Facility Inspections
- ☐ Listing of Facility with No Inspections
- ☐ Listing of Facility Reinspections
- ☐ Listing of All Facilities
- ☐ Listing of All Notice-of-Violations (NOVs)
- ☐ Listing of All Completed NCNs
- ☐ Listing of All NCNs with No Complete Date
- ☐ Listing of Grease Control Equipment Certifications (GCECs)
- ☐ Listing of Incomplete GCECs
- ☐ Listing of All Scheduled Inspections (SINSPs)
- ☐ Listing of All Monitoring Results
- ☐ Notifications Summary Report
- ☐ Listing of Grease Haulers by Facility
- ☐ Listing of Permit Due Dates
- ☐ Listing of GCE Type Equipment by Facility
- ☐ GCE Review Report by Facility
- ☐ FSE Category Report
- ☐ Pumping Events by Date Range
- ☐ All Facilities Billing Report
- ☐ Sewer Line Cleaning List
- ☐ Storm Water Impact List
- ☐ Facility Mailing Labels
- ☐ Envelopes
- ☐ Mail Permit Documents
- ☐ Reminder Letters

Facility

Choose facility

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

3. Notifications or event history section



**HISTORIC
FRANKLIN
TENNESSEE**

[Home](#)
[Databases](#)
[User Information](#)
[Support](#)
[Log Out](#)

[Sewer Maintenance](#)
[Overflow](#)
[e FOG](#)
[Plans Review](#)
[E-mail Manager](#)
[Main Menu](#)

Facilities at a Glance

[Facility Summary Report](#)
[Mail Permit](#)

Facility Permit Number

Facility Name

[Facility Information](#)
[Contact Information](#)
[Last Inspection Data](#)
[Notifications](#)
[Monitoring Results](#)
[Photos](#)
[Documents](#)

Facility Notifications

[Add Another Notification](#)

Date Completed	Notification Type	Sent By
6/8/2016	On-site Inspection	Mark Mayhew
This was an inspection of manholes to monitor the effectiveness of NHC's corrective action plan and compliance status. As evidenced by manhole pics, the lines were clear. No gloves or needles observed.		<input type="button" value="More"/> <input type="button" value="Remove"/>
5/25/2016	Grease Control Equipment Certification	Onsite Environmental
passed Kevin Jordan w/ Onsite Environmental - Grease Interceptor passed - 3000 gallon capacity interceptor		<input type="button" value="More"/> <input type="button" value="Remove"/>
4/27/2016	Follow up on Initial Inspection	Mark Mayhew
This was a re-inspection of manholes to ascertain the effectiveness of NHC's corrective action plan and compliance status.		<input type="button" value="More"/> <input type="button" value="Remove"/>

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

The next six pages are example of food service establishment inspection report that was emailed to the FSE manager at the completion of the inspection. It includes inspection results, photos, and grease interceptor certification form that must be completed by a City certified grease waste hauler or plumber.

APPENDIX A**Food Service Establishment FOG Inspection Report Example**

**FOOD SERVICE ESTABLISHMENT GREASE CONTROL INSPECTION FORM**

Facility Name: <u>Claiborne & Hughes Health Center</u>		Inspection Date: <u>07/14/2016</u>	
Facility Representative: <u>Mr. Bradley Dicken</u>		Title: <u>Maintenance Director</u>	
Phone: <u>615-917-6799</u>	Owner/Regional Manager Name: <u>Ms. Frances Idoe, Administrator</u>		
Facility Address: <u>200 Strahl Street</u> <u>Franklin, TN 37064</u>		Mail Address: _____ (if different) _____	
Handy Map ID: _____	Sewer ID: <u>MH-23925</u>	GPS ID: _____	

1) Grease Interceptor: ☒ Yes ☐ No 2) Interceptor Size (gallons): ☐ 500 ☐ 750 ☒ 1000 ☐ 1500 ☐ 2000
(For #1, if "NO" then go to # 17) ☐ 3000 ☐ Two interceptors in series ☐ Other: _____

3) Manhole Access: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 4) Grease Layer Depth: ☐ 1"-3" ☒ 4"-6" ☐ 7"-9" ☐ >10"

5) Influent T Visible? ☒ Yes ☐ No 6) Influent T attached & in good condition: ☒ Yes ☐ No ☐ Unknown

7) Effluent T Visible? ☒ Yes ☐ No 8) Effluent T attached & in good condition: ☒ Yes ☐ No ☐ Unknown

9) Mid - Wall Baffle visible? ☐ Yes ☒ No 10) Baffle wall in good condition: ☐ Yes ☐ No ☒ Unknown

11) Grease Interceptor Hauler used: Poyner Septic 12) Bacteria/Enzymes used: ☐ Yes ☒ No

13) Product Name: _____

14) Frequency Interceptor Cleaned: 2 Month Intervals 15) Complete Contents Pumped? ☒ Yes ☐ No

16) Records of Maintenance/Cleaning Available? ☒ Yes ☐ No 17) Last date cleaned: 06/28/2016

18) Grease Trap: ☒ Yes ☐ No 19) Location: ☒ Under sink trap ☐ Floor trap ☐ Outside "floor" trap

20) Grease Trap flow-through rating / grease cap: ☐ 5 gpm/10 lb ☐ 10 gpm/20 lb ☐ 15 gpm/30 lb ☒ 20 gpm/40 lb
☐ 25 gpm/50 lb ☐ 35 gpm/70 lb ☐ 50 gpm/100 lb ☐ 100 gpm/200 lb ☐ 200 gpm/400 lb

21) Other Traps ? Location, Size. _____

22) Flow Restrictor Visible / Inplace? ☒ Yes ☐ No ☐ Undetermined **(FSE must Verify / Install Flow Restrictor)**

23) Grease Interceptor Hauler used: Poyner Septic 24) Bacteria/Enzymes used: ☐ Yes ☒ No

25) Product Name: _____

26) Frequency Trap is Cleaned: Weekly 27) Maintenance / Cleaning Records? ☒ Yes ☐ No

28) Last Date Cleaned: _____ 29) Grease Trap comments/location waste disposed:
Grease from trap is put into recycle bin.

30) Best Management Practices Implemented: ☒ Yes ☐ No 31) Outside Recycle Bin: ☒ Yes ☐ No

32) Food Grinder on Sewer? ☐ Yes ☒ No 33) Inside Recycle Oil System: ☐ Yes ☒ No

34) Cleanout Covers missing or damaged? ☐ Yes ☒ No (# Cleanout covers missing: 0 damaged: 0)
(Facility needs to repair missing or damaged cleanout covers immediately)

35) FOG impact at dumpster, recycle bin, storm sewer? ☐ Yes ☒ No (if Yes give explanation below)

36) Downstream Sewer: MH-23925 Evidence of grease in manhole ☐ none ☒ slight ☐ moderate ☐ heavy
Comments No maintance needed, slight grease in MH

37) Picture ID: ☒ Sewer Manholes ☒ Grease Control Equipment ☒ Oil Recycle Bins
☐ Storm Drains ☐ Kitchen Area ☐ Miscellaneous

38) FSE needs GCE Review? ☐ Yes ☒ No

Reviewed BMP's, need to complete and return GI and trap cert. Forms. Mr. Dicken said they would be increasing to every month.

Inspector Name: Don Stevanus FSE Rep: Bradley Dicken, brad2878bd@gmail.com

Inspection Photos



Sewer Manholes

07/14/2016

MH 23925



Grease Control Equipment

07/14/2016

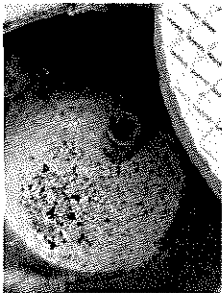
GI



Grease Control Equipment

07/14/2016

Inlet T



Grease Control Equipment

07/14/2016

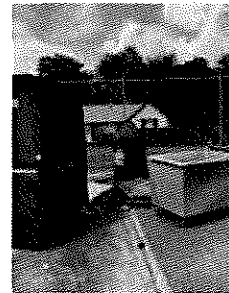
Outlet T



Grease Control Equipment

07/14/2016

Trap under sink



Oil Recycle Bins

07/14/2016

Recycle bin by dumpsters



HISTORIC
FRANKLIN
TENNESSEE

GREASE INTERCEPTOR CERTIFICATION (FORM A)

The City of Franklin Wastewater Department is requiring that this grease interceptor certification be completed at least annually by a City approved grease waste hauler. Have the City approved grease waste hauler complete this form to verify that all components of the grease control equipment are present and in good working condition, and respond with corrective action taken if defects are identified.

Facility: Claiborne & Hughes Health Center Phone #: 615-917-6799
Address: 200 Strahl Street City: Franklin State: TN Zip: 37064

	Pass	Fail*
1. Interceptor completely emptied and cleaned before inspection?	<input type="checkbox"/>	<input type="checkbox"/>
2. There is access to all interceptor chambers for cleaning and inspections?	<input type="checkbox"/>	<input type="checkbox"/>
3. Influent (inlet) T is attached and extends downward at least 2/3 depth of tank?	<input type="checkbox"/>	<input type="checkbox"/>
4. Effluent (outlet) T is attached and extends downward to within 12" of tank bottom?	<input type="checkbox"/>	<input type="checkbox"/>
5. Effluent (outlet) T is made of non-collapsible material that does <i>not</i> easily flex or bend (i.e. minimum schedule 40 PVC, etc.), and is secure, not allowing fats, oils or grease to escape around edges?	<input type="checkbox"/>	<input type="checkbox"/>
6. Interceptor tank does <i>NOT</i> have visible holes or leaks?	<input type="checkbox"/>	<input type="checkbox"/>
7. Mid-wall baffle(s) is secure and operational?	<input type="checkbox"/>	<input type="checkbox"/>
8. Interceptor maintaining structural integrity?	<input type="checkbox"/>	<input type="checkbox"/>
9. No sewer clean-out covers missing or damaged?	<input type="checkbox"/>	<input type="checkbox"/>

M
U
S
T

C
O
M
P
L
E
T
E

A
L
L

I
N
F
O
R
M
A
T
I
O
N

*** IMPORTANT REQUIRED INFORMATION & RESPONSE:** If the answer to any of the above questions is "Fail," the equipment has failed certification. A statement of the plan of action to be taken, with date to be completed, needs to be provided on the attached sheet under "Response Comments" (attach additional sheets to explain corrective action if necessary).

Inspector Certification - This grease interceptor has ☐ PASSED ☐ FAILED certification.

I _____ of _____
(print name of inspector) (print company name)
certify that the above listed facility has an approximate _____ gallon capacity interceptor. I
have examined the interceptor and provided the above information.

(signature) (date) (phone number)

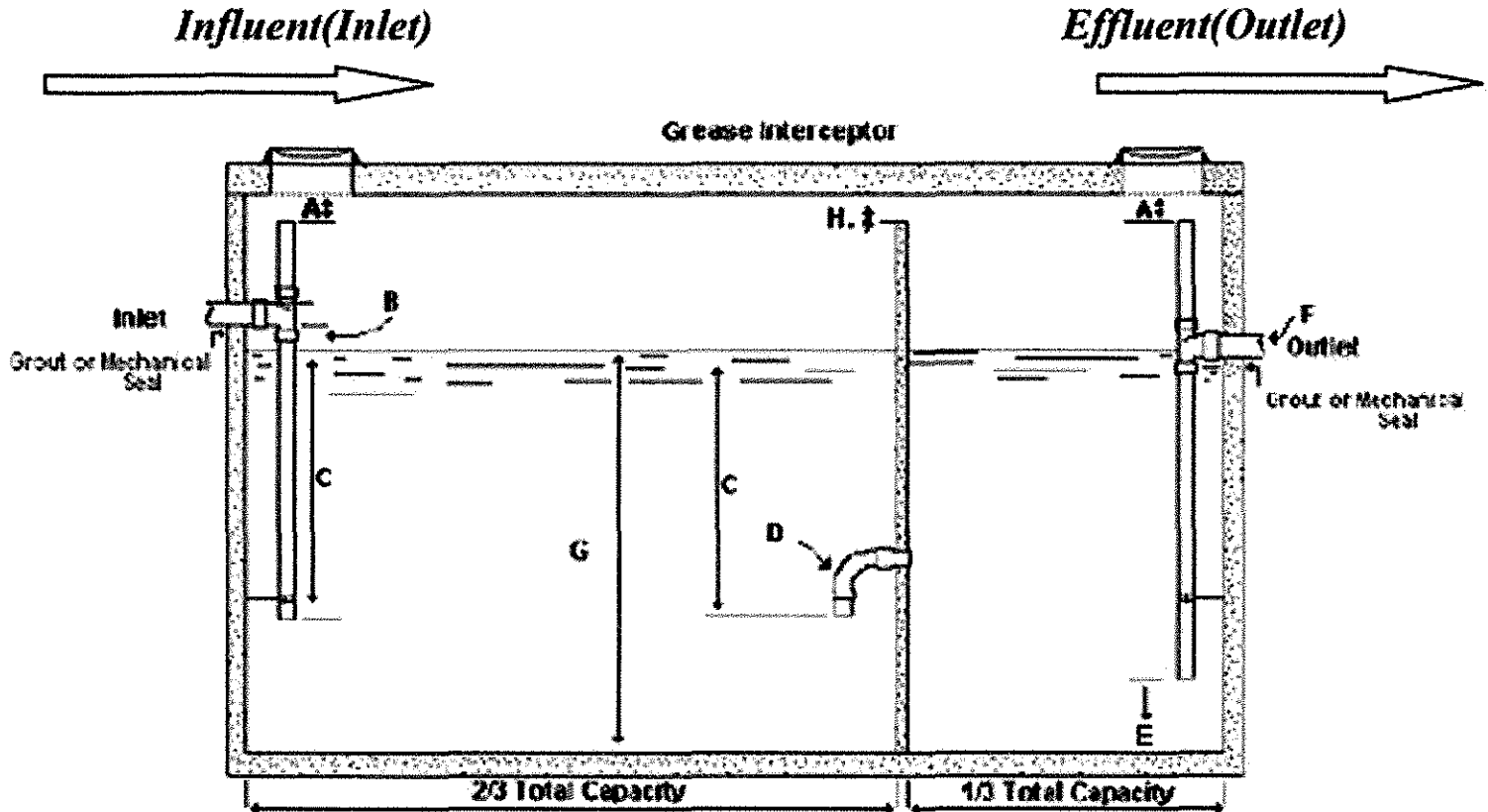
Facility Owner/Manager Certification

I _____ certify to the best of my knowledge the above
(print name)
statements to be true and correct. _____
(signature) (date)

SUBMIT ORIGINAL CERTIFICATION FORM TO:

City of Franklin WWTP, FOG Control Program, 135 Claude Yates Dr., Franklin, TN 37064

Grease Interceptor Diagram



- A.) Minimum 6", but not less than pipe diameter.
- B.) Inlet pipe invert to be 2 1/2" above liquid surface.
- C.) Inlet pipe to terminate 2/3 depth of water level.
- D.) 90 degree Sweep, minimum size - 6" and same depth as inlet pipe
- E.) 12" from floor to end of outlet pipe.
- F.) Outlet pipe no smaller than inlet pipe, minimum - 4".
- G.) Minimum depth of liquid capacity - 42".
- H.) Maximum distance from ceiling - 6".

Response Comments (required if "Fail" checked, identify problem, corrective action and provide planned date of corrective action)



HISTORIC
FRANKLIN
TENNESSEE

GREASE TRAP CERTIFICATION (FORM B)

The City of Franklin Wastewater Department is requiring that this grease trap certification be completed at least annually by a City approved grease waste hauler or plumber. Have the City approved grease waste hauler or plumber complete this grease trap certification to verify that all components of the grease control equipment are present and in good working condition, correct any problems, and submit to the City.

Facility: Claiborne & Hughes Health Center Phone #: 615-917-6799
Address: 200 Strahl Street City: Franklin State: TN Zip: 37064

	Pass	Fail*
1. Grease trap completely emptied and cleaned before inspection?	<input type="checkbox"/>	<input type="checkbox"/>
2. There is access to all trap chambers for cleaning?	<input type="checkbox"/>	<input type="checkbox"/>
3. Flow restrictor device is installed (before grease trap or at grease trap inlet)?	<input type="checkbox"/>	<input type="checkbox"/>
4. Flow restrictor device installation is correct (proper flow direction and orientation)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Grease trap is vented (vent on flow restrictor)?	<input type="checkbox"/>	<input type="checkbox"/>
6. Grease trap has NO visible holes or leaks?	<input type="checkbox"/>	<input type="checkbox"/>
7. Baffle(s) (inlet, middle and outlet...depending on design) are secure and operational?	<input type="checkbox"/>	<input type="checkbox"/>
8. Automatic or machine dishwasher is NOT connected to the grease trap?	<input type="checkbox"/>	<input type="checkbox"/>
9. No Sewer clean-out covers missing or damaged?	<input type="checkbox"/>	<input type="checkbox"/>

*** IMPORTANT REQUIRED INFORMATION & RESPONSE:** If the answer to any of the above questions is "Fail", the equipment has failed certification. A statement of the plan of action to be taken, with date to be completed, needs to be provided on attached sheet under "Response Comments" (attach additional sheets to explain corrective action if necessary):

Inspector Certification - This grease trap has ☐ PASSED ☐ FAILED certification.

I _____ of _____
(print name of inspector) (print company name)
certify that the above listed facility has a _____ gallons per minute / _____ pound
capacity grease trap. I have examined the grease trap and provided the above information.

(signature)

(date)

(phone number)

Facility Owner/Manager Certification

I _____ certify to the best of my knowledge the above
(print name)
statements to be true and correct.

(signature)

(date)

SUBMIT ORIGINAL CERTIFICATION FORM TO:

City of Franklin WWTP, FOG Control Program, 135 Claude Yates Dr., Franklin, TN 37064

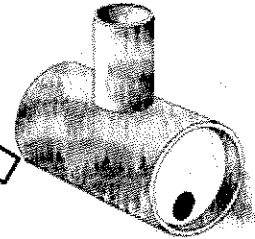
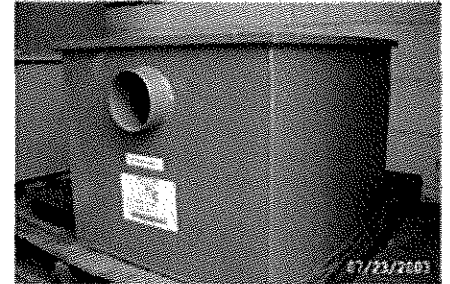
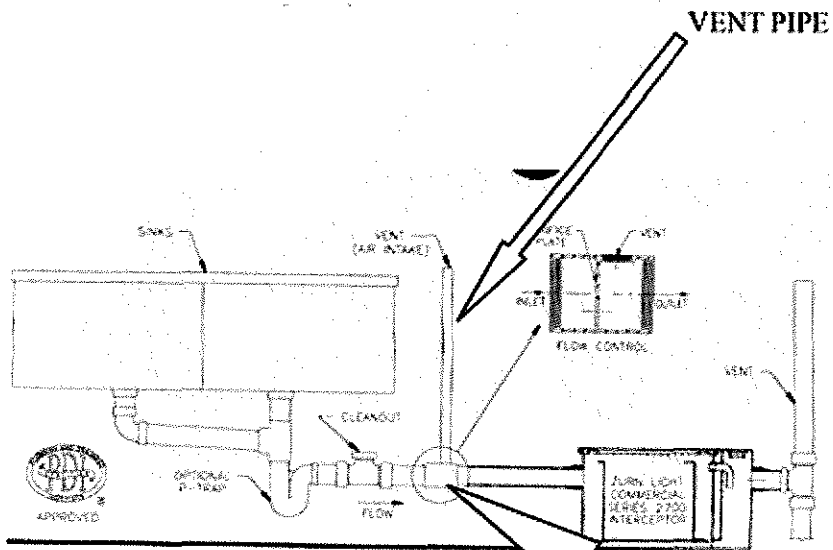
M
U
S
T

C
O
M
P
L
E
T
E

A
L
L

I
N
F
O
R
M
A
T
I
O
N

Under the Sink Grease Trap Diagram



FLC SERIES

FLOW RESTRICTOR (Key component)

Response Comments (required if "Fail" checked, identify problem, corrective action and provide planned date of corrective action)

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

APPENDIX E

Affidavit of Non-Collusion

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, Byron Ross, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Monitoring and Management Services, 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.

Byron Ross
(signature of Affiant)

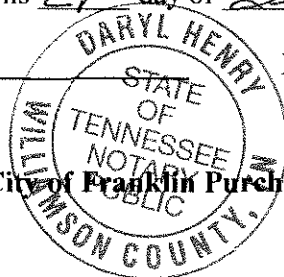
Owner/Principal

(title of Affiant)

Sworn and subscribed to before me this 29th day of September, 2016

My Commission Expires: 12/06/16

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2017_004)



DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

APPENDIX F

Affidavit of Title VI Compliance

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, Byron Ross, deposes and makes oath that:
(printed name of person signing Affidavit)

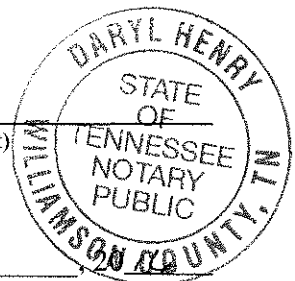
1. He or she is the owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Monitoring and Management Services, LLC,
(legal name of entity submitting bid or proposal)

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

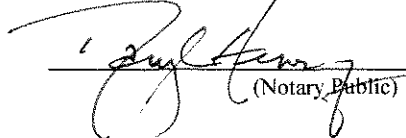
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class 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/Principal
(title of Affiant)



Sworn and subscribed to before me this 29th day of September


(Notary Public)

My Commission Expires: 12/06/16

DESCRIPTION OF PROPOSED SERVICES, QUALIFICATIONS, AND EXPERIENCE

APPENDIX G

Affidavit of Drug-Free Workplace

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

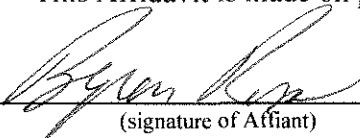
State of Tennessee)
County of Williamson) SS

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

1. He or she is the owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Monitoring and Management Services, LLC,
(legal name of entity submitting bid or proposal)

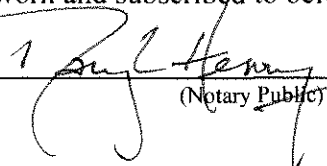
the Bidder or Proposer who has submitted the attached bid or proposal;

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.

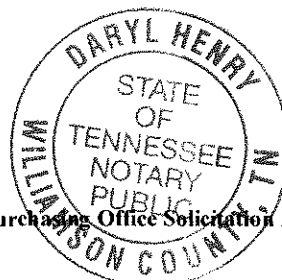

(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this 29th day of September, 2016


(Notary Public)

My Commission Expires: 12/06/16



**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2016-0312)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2017_004

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:

Monitoring & Management Services, LLC

Attn: Byron Ross *BR*

1812 Old Natchez Trace

Franklin, TN 37069

Fax: NA

byron@mmsontheweb.com

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, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. **Precedence.** In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. **Indemnification.** Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with 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 in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and 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, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0312)

Attachment No. 3

CERTIFICATES OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
10/18/2016	Elite Insurance Solutions	CL16101807156	City of Franklin	Commercial General Liability	2/11/2017
				Automobile Liability	2/11/2017
				Professional Liability	2/11/2017
10/28/2016	State Farm – Heather Farmer	Not indicated	City of Franklin	Automobile Liability	1/5/2017
					3/19/2017
10/26/2016	State Farm – Marti Loftis, Agent	Not indicated	The City of Franklin	Workers Compensation and Employers' Liability	1/19/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2016

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 Elite Insurance Solutions 1894 General George Patton Dr Suite 100 Franklin TN 37067	CONTACT NAME: Account Executive PHONE (A/C, No, Ext): (615) 371-5400 FAX (A/C, No): (615) 224-8645 E-MAIL ADDRESS: info@myeliteis.com																					
INSURED Monitoring and Management Services 1812 Old Natchez Trace Franklin TN 37069	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Crum & Forster Specialty Ins.</td><td>44520</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Crum & Forster Specialty Ins.	44520	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Crum & Forster Specialty Ins.	44520																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL16101807156**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	EPK107343	2/11/2016	2/11/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Blanket AI & Prod</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Blanket AI & Prod	\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
Blanket AI & Prod	\$																				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EPK111596	2/11/2016	2/11/2017	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				
A	Professional Liability			EPK111596	2/11/2016	2/11/2017	<table border="1"><tr><td>Each Claim</td><td>1,000,000</td></tr></table>	Each Claim	1,000,000												
Each Claim	1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as Additional Insured as respects to General Liability on a primary and non-contributory basis. Waiver of Subrogation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin 109 3rd Ave South Franklin, TN 37064	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Mike Stansbury/ACCTM </p>
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Schedule of Forms and Endorsements

Form No.	Form Title
EN0002	Schedule of Forms and Endorsements
EN0001	Environmental Package Policy Declarations
CS07001	Signature Page
EN0004	Claims Reporting
EN0005	Service of Process Clause
EN0007	Certified Acts of Terrorism and other Acts of Terrorism Exclusion
EN0009	Deductible Schedule Endorsement
EN0010	Minimum Premium and Minimum Retained Premium
EN0011	Privacy Notice
EN0020	Common Provisions
EN0021	Commercial General Liability Occurrence Coverage Part
EN0023	Contractors Pollution Liability Occurrence Coverage Part
EN0025	Errors and Omissions Liability Coverage Part
EN0050	Policyholder Notice - Emergency Response Hotline
EN0051	Policyholder Notice - Spill Letter
EN0052	Notice of Loss
EN0118	Primary and Non-Contributory Additional Insured with Waiver of Subrogation
EN0302	Employee Benefits Liability Coverage
EN0303	Hired Auto and Non-Owned Auto Liability Insurance
EN0320	Additional Insured – Owners, Lessees Or Contractors – Completed Operations
EN0321	Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization
EN0346	Amendment to Damage to Your Work Exclusion
EN0405	Transportation Pollution Liability Blanket Endorsement
EN0412	Mold Definition Giveback
EN0417	Regulated Non-Owned Disposal Site Coverage
EN0503	Limited Defense Expense Outside the Limits of Insurance (E&O)
IL P 001 01 04	U.S Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2016

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 have ADDITIONAL INSURED provisions or 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  State Farm - Heather Farmer 6592 Hwy 100 Ste 2 Nashville TN 37205	CONTACT NAME: Heather Farmer PHONE (A/C, No, Ext): 615-356-6503 FAX (A/C, No): 615-352-4212 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25178
--	---	------------------------

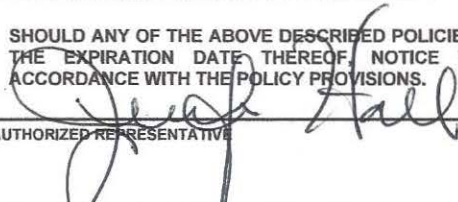
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	037 2148-A05-42H 024 2962-C19-42F	07/05/2016 09/19/2016	01/05/2017 03/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Franklin 109 3rd Ave South Franklin TN 37064	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

6028BJ ADDITIONAL INSURED (Prior Notice Of Termination)

This endorsement is a part of the policy. Except for the changes it makes, all other provisions of the policy remain the same and apply to this endorsement.

1. A *person* or organization shown on the Declarations Page as an Additional Insured is provided Liability Coverage, but only to the extent that *person* or organization qualifies as an *insured* as defined in Liability Coverage.
2. An Additional Insured has the same right of recovery under Liability Coverage as if they had not been shown on the Declarations Page as an Additional Insured.
3. If Liability Coverage is changed or terminated as to the interest of the Additional Insured, *we* will provide the Additional Insured 10 days notice of such change or termination, unless another number of days notice is shown on the Declarations Page.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2016

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 have ADDITIONAL INSURED provisions or 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  Marti Loftis, Agent 5123 Virginia Way, Ste C23 Brentwood, TN 37027	CONTACT NAME: Marti Loftis PHONE (A/C, No, Ext): 615-373-1432 E-MAIL ADDRESS: Marti@Martiloftis.com FAX (A/C, No): 615-349-1740 INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 36137
INSURED Monitoring & Mangement Services, LLC 1812 Old Natchez Trce Franklin, TN 37069	

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ OTHER:
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A X 7PJUB-500948-4-14	01/19/2016	01/19/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

The City of Franklin
C/O Risk Manager
109 3rd Ave South
Franklin

TN 37064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2016-0312)

Attachment No. 4

INDEMNIFICATION AGREEMENT

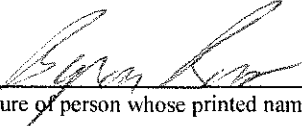
Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

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

1. He or she is the owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Monitoring and Management Services, 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 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)

Owner
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2017 - 004)

Form revised 02/25/2005