

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0334)

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

1. CITY issued (a) on September 3, 2015 Purchasing Office Solicitation No. 2016-009, a procurement solicitation for bids for after-market up-fitting of a minimum of ten (10) police vehicles, (b) on September 11, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2016-009, (c) on September 14, 2015 Addendum No. 2 to Purchasing Office Solicitation No. 2016-009, and (d) on September 14, 2015 Addendum No. 3 to Purchasing Office Solicitation No. 2016-009 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid dated September 16, 2015 (“SUBMITTAL”), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted a description of the installer’s standard guarantee (“INSTALLER’S STANDARD GUARANTEE”), 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 a list of three (3) references (“REFERENCES”), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein.
5. VENDOR has now also submitted a Certificate of Insurance (“CERTIFICATE OF INSURANCE”), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
6. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
7. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.

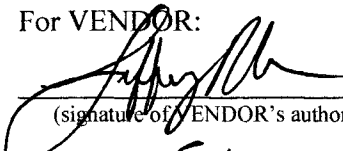
# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0334)

8. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
9. VENDOR included CITY's Indemnification Agreement, executed for VENDOR, in SUBMITTAL.
10. CITY awarded on October 13, 2015 to VENDOR the purchase of after-market up-fitting of a minimum of ten (10) police vehicles pursuant to SOLICITATION, SUBMITTAL, INSTALLER'S STANDARD GUARANTEE and CERTIFICATE OF INSURANCE.
11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; (c) SUBMITTAL and (d) INSTALLER'S STANDARD GUARANTEE.

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

For VENDOR:

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

TITLE: Sales Manager

For CITY:

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

TITLE: Mayor

Approved as to Form:

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

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2015-0334)

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**Attachment No. 1**

**SUBMITTAL**

## Bid Submittal Form

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

### City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-009

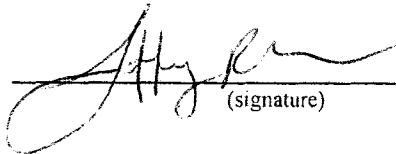
<b>Vendor's name, street address, and mailing address:</b>	Truckers Lighthouse, Inc <hr/> 1213-A Foster Ave <hr/> Nashville, TN 37210 <hr/>
<b>Vendor's contact person's name (printed), title, telephone number and e-mail address:</b>	Jeff Lux <hr/> Sales Rep <hr/> 615-681-3830 <hr/> jeff@truckerslighthouse.com <hr/>
<b>Does the bidder take any exceptions to the City's procurement solicitation?</b>	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
<b>Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?</b>	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
<b>Total quoted bid price for supply, delivery and installation of bid goods and services, per vehicle, for a minimum of ten (10) vehicles:</b>	\$ 7,671.19 (see quote) _____ per vehicle. <i>\$76,711.90 total</i>
<b>Duration of the installer's guarantee of workmanship included in the bid pricing (not less than one (1) year):</b>	5 _____ year(s).
<b>Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?</b>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____
<b>Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?</b>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____
<b>Estimated time of completion of project, including delivery of the last vehicle back to the City:</b>	60 _____ calendar days after receipt of notice to proceed.
<b>Method of payment</b> – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.

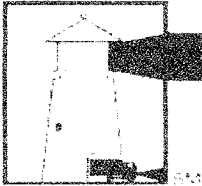
# Bid Submittal Form

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

## City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-009

<b>Vendor's name:</b>	<u>Truckers Lighthouse, Inc</u>
<b>Last date (no sooner than November 30, 2015) that bid and associated pricing is valid and may be accepted by the City:</b>	<u>December 31, 2015</u>
<b>Last date (no sooner than November 30, 2015) that bid price on a per vehicle basis is valid for potential future orders:</b>	<u>December 31, 2015</u>
<p><b>Are the following components included with this Bid Submittal Form in the bid submittal?</b></p> <ul style="list-style-type: none"> <li>• Vendor-supplied summary description of bid products and services;</li> <li>• For any installed products, equipment and accessories supplied by the installer that are not specified by the City as brand-specific, description of manufacturers' standard warranties;</li> <li>• Vendor-supplied description of installer's standard guarantee of workmanship, to be for a minimum of one (1) year, for all installed products, equipment and accessories;</li> <li>• For any installed products, equipment and accessories supplied by the installer that are not specified by the City as brand-specific, manufacturer's literature;</li> <li>• City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;</li> <li>• Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;</li> <li>• Vendor-supplied contact information for minimum of three references;</li> <li>• City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;</li> <li>• Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;</li> <li>• City of Franklin Affidavit of Non-Collusion, executed in full;</li> <li>• If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full;</li> <li>• City of Franklin Affidavit of Title VI Compliance, executed in full; and</li> <li>• A complete digital copy of submitted bid documents per the Instructions for Bidders.</li> </ul>	<p><input checked="" type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).</p>
<p><b>Acknowledge any and all issued addenda to this solicitation:</b> (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)</p>	<p><input checked="" type="checkbox"/> Addendum No. <u>1</u></p> <p><input checked="" type="checkbox"/> Addenda Nos. <u>2</u></p> <p><input type="checkbox"/> No addenda.</p>
<p><b>Signature of bidder's authorized representative:</b> I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.</p>	<p style="text-align: center;"> (signature)</p>
<b>Title of bidder's authorized representative:</b>	<u>Sales Rep</u>
<b>Date of signature:</b>	<u>09/16/2015</u>



# Truckers Lighthouse

Police & Fire Lighthouse

1213-A Foster Avenue - Nashville, TN 37210  
Phone 615.255.5868 - Fax 615.255.5901  
Sales 800.489.1333  
www.truckerslighthouse.com

## Quote

Order No: 0035917  
Order Date: 09/21/2015  
Cust No: FRAPOL

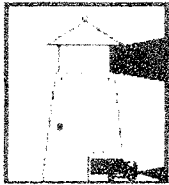
Sold To:  
CITY OF FRANKLIN  
Attn: Accts Payable  
PO Box 295  
FRANKLIN, TN 37065

Ship To:  
FRANKLIN CITY POLICE DEPT  
900 COLUMBIA AVENUE  
FRANKLIN, TN 37064

Confirm To: Notes  
Comment: FRANKLIN PD UTILITIES BID

Customer P.O. BID QUOTE	Ship VIA BID QUOTE	Invoiced By LUX	Salesperson 0003	Terms NET 30	Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
					/SN	EACH	10	0	0	1,550.00	15,500.00
					FED SIG LEGEND PACKAGE						
					WHEIONB	EACH	20	0	0	75.00	1,500.00
					FRONT PUSH BUMPER LEDS-BLUE						
					WHEVTX609C	EACH	40	0	0	56.00	2,240.00
					4 CORNER LEDS, WHITE						
					WHESFP1B	EACH	20	0	0	48.00	960.00
					REAR DECK LIGHTS - BLUE						
					WHEIONB	EACH	20	0	0	75.00	1,500.00
					REAR SIDE WINDOW LEDS-BLUE						
					MXM84428	EACH	20	0	0	46.00	920.00
					REAR HATCH WORK LIGHT-LED						
					WHEIONSMB	EACH	20	0	0	79.00	1,580.00
					SIDE PUSH BUMPER LEDS-BLUE						
					GO5342	EACH	10	0	0	255.00	2,550.00
					GO RHINO PUSH BUMPER						
					/SN	EACH	10	0	0	250.00	2,500.00
					GO5342WHD WRAP AOROUND						
					/SN	EACH	10	0	0	479.00	4,790.00
					PG4714INT13A PARTITION						
					PGRP47UINT13	EACH	10	0	0	74.00	740.00
					PROGARD RECESSED PANEL						
					PGSP47BS13	EACH	10	0	0	58.00	580.00
					LOWER EXTENSION PANELS						

Continued



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Order No: 0035917

Order Date: 09/21/2015

Cust No: FRAPOL

**Sold To:**

CITY OF FRANKLIN  
Attn: Accts Payable  
PO Box 295  
FRANKLIN, TN 37065

**Ship To:**

FRANKLIN CITY POLICE DEPT  
900 COLUMBIA AVENUE  
FRANKLIN, TN 37064

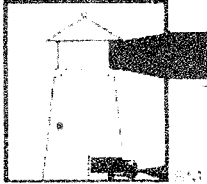
**Confirm To:**

**Notes**

Comment: FRANKLIN PD UTILITIES BID

Customer P.O. BID QUOTE	Ship VIA BID QUOTE	Invoiced By LUX	Salesperson 0003	Terms NET 30	Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
					PGS4702UINT13	EACH	10	0	0	850.00	8,500.00
					PRISONER SEAT AND REAR PART.						
					PGFP47UINT13	EACH	10	0	0	136.00	1,360.00
					FLOOR PAN FOR PRIS SEAT						
					/SN	EACH	10	0	0	259.00	2,590.00
					PROGARD RWG47UINT13A						
					/SN	EACH	10	0	0	299.99	2,999.90
					JOTTO DUAL GUN RACK						
					475-0051 (GR-870-AR-BLM-V						
					/SN	EACH	3	0	0	250.00	750.00
					HAVIS 18" CONSOLE						
					C-VS-0810-INUT-1; DESIGNED FOR ICS SYSTEM						
					HVC-VS-1308-INU	EACH	7	0	0	250.00	1,750.00
					21" UTILITY INTERCEPTOR VEHICL						
					HVC-CUP2-I	EACH	10	0	0	28.00	280.00
					INTERNAL DUAL CUPHOLDER						
					HVC-ARM-102	EACH	3	0	0	48.00	144.00
					SIDE MOUNT ARMREST TO CONSOLE						
					HVC-ARM-103	EACH	7	0	0	67.00	469.00
					HINGED ARMREST FOR CONSOLE						
					/SN	EACH	10	0	0	32.00	320.00
					HAVIS PANASONIC ARB BRKT						
					/SN	EACH	10	0	0	229.00	2,290.00
					GRAPHICS KIT						
					3M VINYL DECALS; ALL DECALS ARE REFLECTIVE						

Continued



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**Notes**

**Comment:** FRANKLIN PD UTILITIES BID

Customer P.O. BID QUOTE	Ship VIA BID QUOTE	Invoiced By LUX	Salesperson 0003	Terms NET 30	Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
					HVCG-X	EACH	10	0	0	60.00	600.00
					CHARGE GUARD VEHICLE BATTERY/PO ATTACH TO MDT FOR AUTO TIMED POWER TURNOFF						
					WG5025B	EACH	10	0	0	25.00	250.00
					FUSE BLOCK W/COVER, 6 CIRCUIT FUSE BLOCK PANEL						
					/LAB1	HR	190	0	0	70.00	13,300.00
					INSTALLATION LABOR						
					/MON3	EACH	20	0	0	36.00	720.00
					POWER/GROUND WIRES/BREAKERS						
					HVC-MD-202	EACH	7	0	0	52.00	364.00
					TILT/SWIVEL PLATFORM ADAPTOR						
					HVC-HDM-204	EACH	7	0	0	119.00	833.00
					8.5" Heavy Duty Telescoping Po						
					HVC-HDM-303	EACH	7	0	0	26.00	182.00
					Heavy Duty Fixed Top Offset Pl						
					/SN	EACH	10	0	0	365.00	3,650.00
					PANORAMA ANTENNA KIT						

5 YEAR COMPLETE WARRANTY ON WORKMANSHIP AND QUALITY OF  
INSTALLATION; EQUIPMENT WARRANTY PER MANUFACTURER POLICIES

Order Pulled & Verified by: \_\_\_\_\_

Page 3 of 3

Net Order: 76,711.90

Freight: 0.00

Sales Tax: 0.00

Order Total: \$76,711.90

Deposits on special order items (/SN) are NON-REFUNDABLE. Quotes expire 6  
months from date of quote. If orders are not picked up in 30 days, order is cancelled.  
Refunds will NOT be issued on cancelled orders.



# City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-009

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1. Solicitation identified: These specifications apply to the following procurement:  
after-market up-fitting of a minimum of ten (10) police vehicles  
**Purchasing Office Solicitation No.: 2016-009**
2. Notice to Bidders publication date: **September 3, 2015**
3. Solicitation release date: **September 3, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **September 10, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **September 17, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **October 2, 2015**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **October 13, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and/or install certain after-market equipment and ancillary parts as specified below for a minimum of ten (10) new police vehicles. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
  - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
  - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
  - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-009

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

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-009

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

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description).

# City of Franklin Specifications

## Purchasing Office Solicitation No.: 2016-009

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For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

11. Detailed specifications: Please note:

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

11.1. General.

- 11.1.1. C The bidder who is awarded the purchase pursuant to this procurement solicitation shall supply and/or install certain after-market equipment and ancillary parts as specified below for a minimum of ten (10) new police vehicles.
- 11.1.2. C The vehicles themselves shall be purchased as a separate transaction and are already on order. All ten (10) new police vehicles are to be 2016 Ford Utility Police Interceptor, AWD, Base K8A. See Appendix A, available upon request made to the City of Franklin Purchasing Office ([purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)), for a detailed description of the vehicles themselves as ordered (accurate except with respect to exterior paint color).
- 11.1.3. C The bidder who is awarded the purchase pursuant to this procurement solicitation shall pick up the vehicles from the City after the City takes delivery of the vehicles from the dealer from which the City is purchasing the vehicles, take the vehicles to the up-fitter's location to render the specified services, and return the vehicles to the City.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-009

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- 11.1.4. C The bidder who is awarded the purchase shall pick up the vehicles from and, after completion of the project, return them to the City at the following location:  
City of Franklin Fleet Maintenance  
124 Lumber Drive, Building No. 2  
Franklin, TN 37064
- 11.1.5. C Pick-up and delivery shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except holidays observed by the City.
- 11.1.6. C Bidder shall indicate on the Bid Submittal Form the estimated time of completion of project, including delivery of the last vehicle back to the City, measured in number of calendar days after receipt of notice to proceed. The notice to proceed shall not be issued by the City until after the City issues a notice of award (expected to be on or about October 16, 2015) and the City has taken delivery of the vehicles from the dealer from which the City is purchasing the vehicles (also expected to be on or about October 16, 2015).
- 11.1.7. C Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.1.8. C Bid pricing shall include the bidder furnishing and supplying all necessary labor, tools, equipment, supplies, materials and other items required to complete the project.
- 11.1.9. C Documentation, including warranties for any installed products, equipment and accessories supplied by the installer, as well as any available operator and service manuals, shall be provided upon delivery of the first vehicle back to the City.
- 11.1.10. C Warranties and guarantees:
- 11.1.10.1. C Bid pricing shall include manufacturers' standard warranties for all installed products, equipment and accessories supplied by the installer.
- 11.1.10.2. C For any installed products, equipment and accessories supplied by the installer that are not specified by the City as brand-specific, bidder shall supply a description of the manufacturers' standard warranties along with its completed Bid Submittal Form.
- 11.1.10.3. C Bid pricing shall include installer's standard guarantee of workmanship, to be for a minimum of one (1) year, for all installed products, equipment and accessories.
- 11.1.10.4. C Bidder shall supply a description of the installer's standard guarantee along with its completed Bid Submittal Form.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-009

- 11.1.11.     C     Insurance requirements:
- 11.1.11.1.     C     Before award of the procurement by the City, the bidder who is recommended be awarded the purchase shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Garage Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate	Certificate Holder* only
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder* only
Garagekeepers Direct Legal Liability	\$500,000	Certificate Holder* only

\*Certificate Holder shall be listed as follows:

City of Franklin  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064

- 11.1.11.2.     C     If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the supply, delivery and City's acceptance of the ordered products and services pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.
- 11.1.11.3.     C     In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the supply, delivery and City's acceptance of the ordered products and services pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.
- 11.1.11.4.     C     The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-009

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- 11.2. C **Detailed.**
- 11.2.1. C Bidders are required to supply along with their completed Bid Submittal Form a summary description of the products and services included in their bid pricing.
- 11.2.2. C For any installed products, equipment and accessories supplied by the installer that are not specified by the City as brand-specific, manufacturer's literature shall be furnished by the bidder along with its completed Bid Submittal Form.
- 11.2.3. C Bidder shall supply and install the after-market components for the vehicles in accordance with the quantities and allocation of responsibility specified in Appendix B, available upon request made to the City of Franklin Purchasing Office ([purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)).

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2016 - 009

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

In the case of Vendor:

Truckers Lighthouse

Attn: Jeff Lux

2016 - 009

1213-A Foster Ave

Nashville, TN 37210

Fax: 615-255-5901

jeff@truckerslighthouse.com



# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

## **Standard Procurement Terms and Conditions**

### **City of Franklin, Tennessee**

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

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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

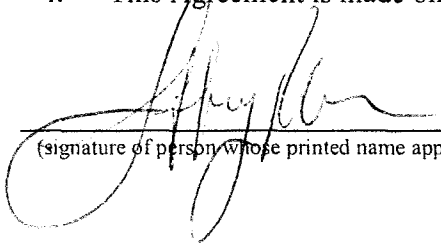
**Indemnification Agreement**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

On behalf of Bidder/Proposer, Truckers Lighthouse, Inc agrees that:  
(printed name of person signing Agreement)

1. He or she is the Andy Stoll OR JEFF LUX of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Truckers Lighthouse, Inc,  
(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

  
(signature of person whose printed name appears above)

Sales Rep  
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016 - 009 )

Form revised 02/25/2005

# 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 Montgomery ) SS

Affiant, Representative Jeffrey Lux, deposes and makes oath that:  
(printed name of person signing Affidavit)

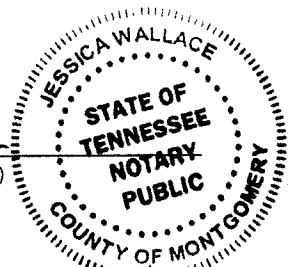
1. He or she is the Truckers Lighthouse - Representative of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Truckers Lighthouse,  
(legal name of entity submitting bid or proposal)

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.

Jeffrey Lux  
(signature of Affiant)

Sales Manager  
(title of Affiant)



Sworn and subscribed to before me this 22 day of September, 2015  
Jessica Wallace  
(Notary Public) My Commission Expires: 9/11/2018

**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 Montgomery ) SS

Affiant, [Signature], deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Representative of Truckers Lighthouse  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
(legal name of entity submitting bid or proposal)

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

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

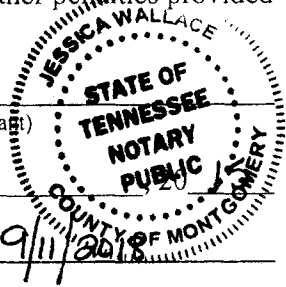
[Signature]  
(signature of Affiant)

Sales Manager  
(title of Affiant)

Sworn and subscribed to before me this 22 day of September

[Signature]  
(Notary Public)

My Commission Expires: 9/11/2018



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016-009)

**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 Montgomery ) SS  
Affiant Jeffrey Fox, deposes and makes oath that:  
(printed name of person signing Affidavit)

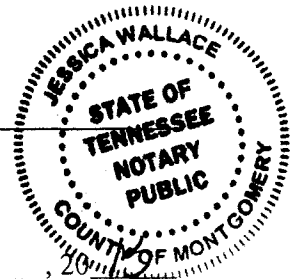
1. He or she is the Representative of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Truckers Lighthouse  
(legal name of entity submitting bid or proposal)

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

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

[Signature]  
(signature of Affiant)

Sales Manager  
(title of Affiant)



Sworn and subscribed to before me this 22 day of September, 2011  
Jessica Wallace  
(Notary Public)

My Commission Expires: 9/11/2018

**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0334)

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**Attachment No. 2**

**INSTALLER'S STANDARD GUARANTEE**



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**WARRANTY INFORMATION**

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**TO:** CITY OF FRANKLIN  
**FROM:** JEFF LUX – TRUCKERS LIGHTHOUSE, INC  
**SUBJECT:** WARRANTY INFORMATION  
**DATE:** SEPTEMBER 29, 2015  
**CC:** [NAME]

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A full hassle free warranty is provided on all workmanship and quality of install for 5 years after receipt of the vehicle. The follow items are covered under the full warranty:

Wiring

Fuses

Connections

Equipment that is purchased from Truckers Lighthouse and installed by our technicians will be covered by a limited warranty. The equipment itself is covered by the manufactures warranty. The limited warranty will provide a generously discounted labor fee of replacing the manufacturer's equipment if it is determined that the equipment failed due to manufacturing issues. If it is determined that the equipment failed due to an installation issue, Truckers will provide a replacement at no cost.

Equipment that is purchased from another vendor will not be covered by the Truckers Lighthouse warranty if the failure is determined to be a manufacturing issue. Therefore, normal labor rates apply.

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2015-0334)

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**Attachment No. 3**

**REFERENCES**

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**REFERENCE REQUEST**

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**TO:** CITY OF FRANKLIN  
**FROM:** JEFF LUX – TRUCKERS LIGHTHOUSE, INC  
**SUBJECT:** CUSTOMER REFERENCE LIST  
**DATE:** SEPTEMBER 29, 2015  
**CC:**

---

Please see the list below for up-fitting customer references:

1. Tennessee Emergency Management Agency  
Dewey Woody – Co Deputy Director  
615-741-0438  
[dwoody@tnema.org](mailto:dwoody@tnema.org)
  
2. Clarksville Police Department  
Chief Mike Parr  
931-320-2590  
[mparr@clarksvillepd.org](mailto:mparr@clarksvillepd.org)
  
3. Metro Nashville-Davidson County Police Department  
Chuck Hagar – Fleet Manager  
615-491-7193  
[Charles.Hagar@nashville.gov](mailto:Charles.Hagar@nashville.gov)
  
4. United States Marshals Service  
John Hargis  
615-736-2877

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0334)

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## Attachment No. 4

### CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
9/29/2015	T Greer Carr (6627T10) of Nashville, TN	not indicated	City of Franklin of Franklin, TN	Garage Liability	1/15/2016
				Automobile Liability	1/15/2016
				Workers Compensation and Employers' Liability	1/15/2016
				Garagekeepers Direct Legal Liability	1/15/2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/29/2015

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

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

<b>PRODUCER</b> T Greer Carr(6627T10) 2200 21st Ave S Ste 102  Nashville TN 37212-4929		<b>CONTACT NAME:</b> Greer Carr <b>PHONE (A/C, No, Ext):</b> 615-292-5751 <b>FAX (A/C, No):</b> 615-297-7769 <b>E-MAIL ADDRESS:</b> g carr@farmersagent.com															
<b>INSURED</b> TRUCKERS LIGHTHOUSE, INC. 1213 FOSTER AVE  NASHVILLE TN 37210		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Truck Insurance Exchange</td> <td>21709</td> </tr> <tr> <td>INSURER B : Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C : Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Truck Insurance Exchange	21709	INSURER B : Farmers Insurance Exchange	21652	INSURER C : Mid Century Insurance Company	21687	INSURER D :		INSURER E :		INSURER F :	
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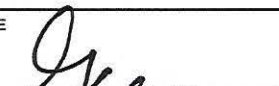
**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X	602551027	01/15/2015	01/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Garage Kee		X	602551027	01/15/2015	01/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 500,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A		A22215405	01/15/2015	01/15/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

City of Franklin 109 3rd Ave. South  Franklin TN 37064	<b>CANCELLATION</b> 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 T. Greer Carr 
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ACORD 25 (2010/05)

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Law approved 10.02.15