

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0161)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Microbac Laboratories, Inc. of Maryville, Tennessee (“SERVICE PROVIDER”), who mutually agree as follows:

1. CITY issued (a) on March 29, 2019 Purchasing Office Solicitation No. 2019-013, a procurement solicitation for bids for performance upon demand of the following wastewater treatment laboratory contract services: industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples, and (b) on April 13, 2019 Addendum No. 1 to Purchasing Office Solicitation No. 2019-013 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, SERVICE PROVIDER submitted a bid dated April 15, 2019 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. SERVICE PROVIDER included in SUBMITTAL CITY’s Standard Procurement Terms and Conditions with SERVICE PROVIDER’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. SERVICE PROVIDER has, subsequent to SUBMITTAL, also submitted a Certificate of Insurance (“CERTIFICATE OF INSURANCE”), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER 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 CERTIFICATE OF INSURANCE referenced above is materially modified or canceled either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
7. SERVICE PROVIDER agrees to impose CITY’s insurance requirements upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work for this award, SERVICE PROVIDER may not subcontract any service component of the award except as is indicated in SUBMITTAL.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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8. SERVICE PROVIDER included in SUBMITTAL CITY's Indemnification Agreement, executed for SERVICE PROVIDER ("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 August 13, 2019 to SERVICE PROVIDER the purchase of performance upon demand of the following wastewater treatment laboratory contract services: industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples, pursuant to SOLICITATION and SUBMITTAL.
10. Services shall be rendered to the satisfaction of CITY within timeframes consistent with industry standards, except as may be specified in SOLICITATION, unless a later rendering has been authorized in writing by CITY. Failure by SERVICE PROVIDER to meet this rendering schedule shall constitute grounds for CITY to consider SERVICE PROVIDER to be in breach of contract.
11. The term of award shall commence upon execution of this AGREEMENT (the effective date of this AGREEMENT) and shall expire three (3) years from the effective date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and SERVICE PROVIDER may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with the CITY's Water Reclamation Superintendent, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (d) that if SERVICE PROVIDER chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at CITY's discretion, CITY and SERVICE PROVIDER may negotiate an additional extension beyond such expiration. Note that CITY and SERVICE PROVIDER each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For SERVICE PROVIDER:



(signature of SERVICE PROVIDER's authorized representative)

TITLE: Account Manager

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Shauna R. Billingsley, City Attorney

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0161)

Attachment No. 1

Excerpts from SUBMITTAL

Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2019-013



Bidder's name, street address, and mailing address (if different):	Microbac Laboratories, Inc. 505 East Broadway Avenue Maryville, Tn 37804
Bidder's contact person's name (printed), title, telephone number and e-mail address:	Fernando Hernandez Technical Sales Account Manager (865)312-2761
Does the bidder take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
Total quoted all-inclusive estimated bid price for all specified services for a twelve (12) month period:	\$ <u>22,276.00</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 bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____
Last date (no sooner than June 30, 2019) that bid and associated pricing is valid and may be accepted by the City:	<u>June 30, 2019</u>
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Bank credit card.

Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2019-013

Bidder's name:	<u>Microbac Laboratories, Inc.</u>
<p>Are the following components included with this Bid Submittal Form in the bid submittal?</p> <ul style="list-style-type: none"> • Description of any goods, products, items, software, hardware and/or services included in the bid. • City of Franklin Specifications, marked by the bidder as to compliance therewith as per the instructions therein; • Identification, listing and description of any exceptions to the procurement solicitation including the Specifications; • Contact information for required references (see Instructions for Bidders); • City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted; • Bidder's proposed agreement or contract, if any, the terms and conditions of which are 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; and • If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full. 	<p><input checked="" type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, bidder chooses not to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).</p>
<p>Acknowledge any and all issued addenda to this solicitation: (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. 1.</p> <p><input type="checkbox"/> Addenda Nos. 1 through _____.</p> <p><input type="checkbox"/> No addenda.</p>
<p>Subscription and affirmation of bidder's authorized representative: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.</p>	<p style="text-align: center;"> _____ (signature)</p>
<p>Signature of bidder's authorized representative: I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.</p>	<p style="text-align: center;"> _____ (signature)</p>
Title of bidder's authorized representative:	<u>Technical Sales Account Manager</u>
Date of signatures:	<u>April 15, 2019</u>



AXIS™ – an online data management portal for Microbac clientele

24/7 Access to your Information

AXIS™ Delivers Unsurpassed Visibility, Information and Control

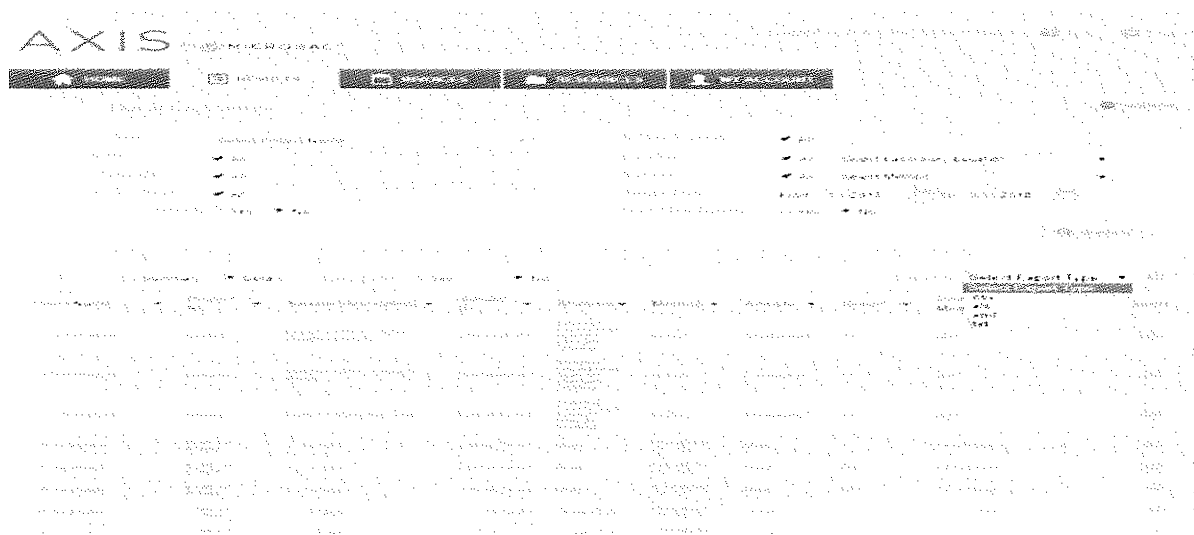
VISIBILITY

- **Samples:** View samples in our system from anywhere and know their status from anytime.
- **Results:** Review results quickly, download PDF reports, or export results data into your preferred reporting application.
- **Invoices:** Quickly and conveniently view invoices and download PDF copies.
- **Mobile:** View critical information formatted for your mobile device.

INFORMATION

Knowledge is power and AXIS delivers. The intuitive, web platform gives you flexible ways to sort and prioritize information to support project management and reporting. You have the power to filter information and results to view and export that which you need to make informed decisions.

AXIS accelerates your ability to make critical decisions. It turns data into actionable information that allows you to be proactive and empowers you to release product or continue operations.



GET STARTED TODAY

Register at <https://axis.microbac.com> and a member of Microbac's Client Services staff will contact you to set up your account.

HOME

When customers login to AXIS™ they are brought to the Home/Recent Samples each time. Recent results (90 days) are shown for customer review. The following are available:

- Recent Samples: Serves as the de facto “home page” each time a customer logs into AXIS™. Shows recent sample activity – what is in process and its status.
- Recent Results: Customers can navigate to see views of recent sample testing results – all different tests for a single sample.
- Recent Invoices: Shows recent invoices including amount paid/owed.

RESULTS

- Shows results of all tests for a sample when all tests are completed
- Extensive searches are available by parameters such as date range, project, sample ID, and testing method
- Customers can download result data in various formats

INVOICES

- Shows all invoices and the actual invoice PDF. The customer can search by various parameters such as Project, date range, or invoice number. Payment and balance information are also available.

Resources

- Allows customer to create and review chains of custody.
- Chain of Custody – used to create a new COC or review a current COC. A COC can be searched/created by any of Food, Environmental, or Life Sciences.

My Account

Allows the customer to administer their company’s view into AXIS™. For each customer there is at least one user administrator who can

- Create new user accounts and manage passwords
- Select which project(s) are visible in AXIS™
- Assign projects to the user(s)

GET STARTED TODAY

Register at <https://axis.microbac.com> and a member of Microbac’s Client Services staff will contact you to set up your account.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-013

1. Solicitation identified: These Specifications apply to the following procurement solicitation:

performance upon demand of the following wastewater treatment laboratory contract services: industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples

Purchasing Office Solicitation No.: 2019-013

2. Notice to Bidders publication date: **March 28, 2019**
3. Solicitation release date: **March 29, 2019**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **April 11, 2019, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **April 18, 2019, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **May 10, 2019**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **May 28, 2019**
8. Target effective date for term of award: **June 1, 2019 or upon execution of the procurement agreement**
9. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a bidder to furnish all labor, materials and means necessary to supply and render for the City of Franklin Water Management Department the following specified wastewater treatment laboratory contract services for the specified term of award: industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples. See the accompanying Instructions for Bidders for additional information and instructions.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-013

10. Exceptions:

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

11. General terms and conditions:

- a. Bid price: The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to supply and deliver the specified products and/or render the specified services.
- b. Licenses and permits: The bidder awarded the purchase shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to supply and deliver the specified products and/or render the specified services, 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. Payment terms: As a matter of practice, the City 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 thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the bidder prefers alternate payment terms, then the bidder 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.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-013

- d. 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.
- e. Use of subcontractors: The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid. Requirements for references and insurance shall apply to any subcontractor.
- f. Safe work area: The bidder awarded the purchase will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- g. Other documents to be required of the bidder recommended to be awarded the purchase: See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.
- h. Damages: The bidder awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the bidder's own expense and at no additional charge to the City.
- i. Standard Procurement Terms and Conditions: By submitting its bid, the bidder certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- j. Refusal to honor submittal: If and after an award is made by the City, if the bidder 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.
- k. 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 bidder 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 bidder's representation that materials supplied by the bidder do not contain trade secrets or proprietary information which is not subject to public disclosure.
- l. 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:

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-013

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

12. Detailed specifications: Please note:

- Bidders shall provide in or with their bid a detailed description of any goods, products, items, software and/or hardware included in their bid, as well as the bid services to be rendered.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and provided in or with the bid, 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.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-013

- 12.1. **General**
- 12.1.1. C The City seeks bids for the following wastewater treatment laboratory contract services: industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples.
- 12.1.2. Term of award.
- 12.1.2.1. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of three (3) years, effective upon the effective date of any procurement agreement resulting from this procurement solicitation as such procurement agreement is executed in full by both parties. The City is targeting an effective date of June 1, 2019.
- 12.1.2.2. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, including any extensions to the term of award made pursuant to this provision, the City and the bidder awarded the purchase may choose to exercise an option to extend the term of award twice, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (d) that if the bidder awarded the purchase chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at the City's discretion, such as if the City does not have or anticipates not having a successor service provider selected by the expiration of the term of award, including any extensions anticipated by this procurement solicitation if exercised, the City and the bidder awarded the purchase may negotiate an additional extension beyond such expiration. Note that the City and the bidder awarded the purchase each specifically retain the right, with or without cause, not to extend the term of award.
- 12.1.3. C The contract services specified below are required by the City for the routine operation of the City's wastewater treatment system. Contract services as bid shall be designed to meet the needs of the City according to industry standards for this intended purpose, all in conformance with applicable US EPA, State of Tennessee and City of Franklin rules and procedures.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-013

- 12.1.4. C Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to render the services.
- 12.1.5. C The frequencies of the contract services are indicated below. Bidders are to quote one all-inclusive estimated price for all specified services for a twelve (12) month period. Bidders shall prepare and submit along with the Bid Submittal Form an itemized explanation of how it determined the all-inclusive estimated price for all specified services. The itemized explanation shall list estimated quantities, unit prices and extended prices (quantity multiplied by unit price) for each item for a twelve (12) month period. The unit prices shall be inclusive of all costs to the bidder of providing the specified services. The sum of the extended prices shall equal the all-inclusive estimated price for all specified services for a twelve (12) month period. The unit prices indicated on the itemized explanation shall be binding for the term of the award.
- 12.1.6. C Services shall be rendered to the satisfaction of the City within timeframes consistent with industry standards unless specified herein. Failure by the bidder awarded the purchase to meet this delivery / rendering schedule shall constitute grounds for the City to consider the bidder awarded the purchase to be in breach of contract.
- 12.1.7. C The bidder shall offer authorized personnel of the City password-protected secure online access to any of the City's own historic data, if measured, recorded and reported by or for the bidder, including laboratory results, for at least the most recent twelve (12) months.
- 12.1.8. C Final lab reports may be e-mailed by the bidder awarded the purchase to the City but, even if they are e-mailed, the final lab reports shall be printed by the bidder awarded the purchase, and the printed reports shall be provided and delivered to the City either by U.S. mail or otherwise.
- 12.1.9. Insurance requirements:
- 12.1.9.1. C Before award of the procurement by the City, the bidder recommended to be awarded the purchase shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage:

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Purchasing Office Solicitation No.: 2019-013

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	<ul style="list-style-type: none"> • \$1,000,000 Each Occurrence • \$2,000,000 General Aggregate • \$1,000,000 Personal and Advertising Injury • \$2,000,000 Products-Completed Operations Aggregate • Coverage shall be Primary and Non-Contributory • Waiver of Subrogation shall apply 	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder ¹ only
Workers Compensation ²	<ul style="list-style-type: none"> • Statutory Limits • Waiver of Subrogation shall apply 	Certificate Holder ¹ only
Employers Liability ²	<ul style="list-style-type: none"> • \$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 ¹ only
Professional liability (environmental testing)	\$1,000,000 Combined Single Limit	Certificate Holder ¹ only

12.1.9.2. C

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

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

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

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-013

12.1.9.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

12.1.9.4. C The bidder awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid.

12.2. Specified services

12.2.1.1. C Industrial pretreatment sampling and testing:

12.2.1.1.1. C Minimum Industrial Categorical Parameters (once per every six months): Molybdenum, Copper, Total Chromium Nickel, Cadmium, Lead, Mercury, Silver, Zinc, Arsenic, Selenium, Cyanide, Phenol (total), Phthalates³, T.T.O., pH, CBOD5, TSS, Ammonia as Nitrogen, Oil and Grease, Xylene, and Flow.

12.2.1.1.2. C Minimum Industrial Non-Categorical Parameters (once per every six months): Molybdenum, Copper, Chromium, Nickel, Cadmium, Lead, Mercury, Silver, Zinc, Arsenic, Selenium, Cyanide, Phenol (total), Phthalates¹, pH, CBOD5, TSS, Ammonia as Nitrogen, Oil and Grease, Flow, Benzene, Carbon Tetrachloride, Chloroform, Trans-1,2-Dichloroethylene, Ethyl benzene, Methylene Chloride, Tetrachloroethylene, Toluene, Trichlorethylene, 1,1,1-Trichloroethane, Naphthalene, and Xylene.

³ Total phthalates is the sum of: (1) Bis (2-Ethylhexal) phthalate; (2) Butylbenzylphthalate; (3) Di-N-butylphalate; and (4) Diethyl Phthalate.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-013

- 12.2.1.2. Minimum Water Reclamation Facility Influent / Effluent Parameters:
- 12.2.1.2.1. C Once per every six months: Molybdenum, Copper, Total Chromium, Nickel, Cadmium, Lead, Low-Level Mercury, Silver, Zinc, Arsenic, Selenium, Cyanide, Phenol (total), Phthalates¹, pH, CBOD5, TSS, Ammonia as Nitrogen, Oil and Grease, Benzene, Carbon Tetrachloride, Chloroform, Trans-1, 2-Dichloroethylene, Ethylbenzene, Methylene Chloride, Tetrachloroethylene, Toluene, Trichloroethylene, 1,1,1-Trichloroethane, Naphthalene, Xylene, Acetone, and COD.
- 12.2.1.2.2. C Once per every six months: T.T.O.
- 12.2.1.2.3. C A once-per-week influent composite sample for the total nitrogen.
- 12.2.1.2.4. C A once-per-week influent composite sample for total Phosphorus.
- 12.2.1.2.5. C A once-per-week effluent composite sample for phosphate, ortho.
- 12.2.1.2.6. C A once-per-week influent composite sample for phosphate, ortho.
- 12.2.1.2.7. C A once-per-week effluent composite sample for total Phosphorus
- 12.2.1.2.8. C A once-per-week effluent composite sample for the total nitrogen.
- 12.2.1.2.9. C Total nitrogen and phosphorous shall be analyzed for four (4) river points on a once-per-every-two-week basis year-round.
- 12.2.2. **Notes about specified services**
- 12.2.2.1. C Any and all necessary containers, preservatives, coolers, ice and transportation shall be supplied by the bidder awarded the purchase.
- 12.2.2.2. C All sample results shall be submitted within a ten (10) day turn-around.
- 12.2.2.3. C Analysis verification shall be provided at no additional cost to the City.
- 12.2.2.4. C All EPA verification samples (spike) shall be analyzed at no additional cost to the City.
- 12.2.2.5. C Any analysis not directly analyzed by bidder must be denoted in original bid. The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid.
- 12.2.2.6. C The City shall collect influent, effluent and river samples. The bidder awarded the purchase shall provide labor and means necessary to pick up City-collected samples at and transport City-collected samples from the Water Reclamation Facility.
- 12.2.2.7. C The bidder awarded the purchase shall provide all labor necessary to collect samples at and transport samples from all industrial locations.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-013

- 12.2.2.8. C The bidder awarded the purchase is to furnish any sampling equipment necessary that is not provided, in good working order, by industries to be sampled.
- 12.2.2.9. C Industrial sampling consists of: (a) two (2) categorical industries; and (b) one (1) non-categorical industry.
- 12.2.2.10. C Flow meters must be calibrated before all sampling events.
- 12.2.2.11. C The bidder awarded the purchase shall be responsible for all sampling transportation.
- 12.2.2.12. C Water meter readings shall be taken in conjunction with each sampling event.
- 12.2.2.13. C All sampling results shall be forwarded to the City of Franklin within ten working days after collection.
- 12.2.2.14. C All data concerning total Nitrogen and total Phosphorus shall be furnished to the City by the fifth of the month following sample collection.
- 12.2.2.15. C Sample verification shall be the responsibility of the bidder awarded the purchase.
- 12.2.2.16. C The bidder awarded the purchase, as a part of the bid pricing, shall analyze all associated EPA spike samples.
- 12.2.2.17. C The bid must clearly indicate any work performed by sub-contractor.
- 12.2.2.18. C Any additional analysis requested by the City of Franklin shall be performed at the same unit pricing as indicated in the original bid.

Microbac References – Solicitation No.: 2019-013

1. **Huntsville Utility Board** – we provide all testing and field services for general chemistry, inorganics, metals, organics, biomonitoring, and TCLP testing on wastewater and sludge.

Contact:

Danny Phillips
(423)669-3253
dannyhwwtp@highland.net

2. **Anderson County Water Authority** - we provide all testing and field services for general chemistry, inorganics, metals, organics, Primary and Secondary IOC's, and UCMR3 monitoring for their wastewater.

Contact:

Gary Sharp
(865)803-1742
acwaww@gmail.com

3. **Caryville Jacksboro Utilities** – we provide all testing and field services for inorganics, metals, organics, and general chemistry for their water treatment plant and wastewater treatment plant.

Contact:

Steve Elkins
(865)755-7715
cjuc@ccdi.net

Microbac Laboratories, Inc.
505 East Broadway Ave
Maryville, TN 37804
(865) 977-1200

Approximate Start Date: 1-Jun-19
Approximate End Date: 31-May-20

Prices on this bid reflect a testing period of 12 months.
Prices on this bid will remain constant for a period of 5 years from start date.

Job Proposal	
Quotation Number:	MIC-ENV-1900XX
Date Proposed:	15-Apr-2019
Page Number:	Page 1 of 2
Sales Representative:	Fernando Hernandez fernando.hernandez@microbac.com

Section I: Client Information	Section II: Client/Project Information
Company: City of Franklin Contact: Purchasing Office Address: 109 3rd Ave. South City: Franklin State: TN Zip: 37064 Main Phone: (615)550-6692 Cell Phone: Email: purchasing@franklin.tn.gov	Project Name: 2019-013 Current Permit No: P.O. #: TAT: 7 Business Days

Section III: Project Pricing Details						
Item	Analytical Description	Method	Matrix	Quantity	Rem Cost (\$)	Total Cost (\$)
General Chemistry (Semiannual)						
	Molybdenum	EPA 200.7 ICP	Water	6	\$ 10.00	\$ 60.00
	Copper	EPA 200.7 ICP	Water	6	\$ 10.00	\$ 60.00
	Total Chromium	EPA 200.7 ICP	Water	6	\$ 10.00	\$ 60.00
	Nickel	EPA 200.7 ICP	Water	6	\$ 10.00	\$ 60.00
	Cadmium	EPA 200.7 ICP	Water	6	\$ 10.00	\$ 60.00
	Lead	EPA 200.7 ICP	Water	6	\$ 10.00	\$ 60.00
	Mercury	EPA 245.1	Water	4	\$ 25.00	\$ 100.00
**	Low-Level Mercury	EPA 1631	Water	6	\$ 65.00	\$ 390.00
	Silver	EPA 200.7 ICP	Water	6	\$ 10.00	\$ 60.00
	Zinc	EPA 200.7 ICP	Water	6	\$ 10.00	\$ 60.00
	Arsenic	EPA 200.7 ICP	Water	6	\$ 10.00	\$ 60.00
	Selenium	EPA 200.7 ICP	Water	6	\$ 10.00	\$ 60.00
	Cyanide	SM 4500 CN,C,E	Water	6	\$ 24.00	\$ 144.00
	Phenol (total)	EPA 420.4	Water	6	\$ 26.00	\$ 156.00
	pH	SM 4500 H.B.	Water	6	\$ 5.00	\$ 30.00
	CBOD5	SM 5210 B-2011	Water	6	\$ 20.00	\$ 120.00
	TSS	SM 2540 D	Water	6	\$ 10.00	\$ 60.00
	Ammonia as Nitrogen	EPA 350.1	Water	6	\$ 16.00	\$ 96.00
	Oil and Grease	EPA 1664B	Water	6	\$ 38.00	\$ 228.00
	COD	EPA 524.2	Water	2	\$ 19.00	\$ 38.00
Volatile Organics (VOC's, Semiannual)						
	Benzene, Carbon Tetrachloride, Chloroform, Trans - 1,2-Dichloroethane, Ethyl benzene, Methylene Chloride, Tetrachloroethylene, Toluene, Trichloroethylene, 1,1,1-Trichloroethane, Naphthalene, Xylenes, Acetone	EPA 624	Water	6	\$ 90.00	\$ 540.00
Semi-volatile Organics (Semiannual)						
	Phthalates	EPA 625	Water	6	\$ 150.00	\$ 900.00
TTO (Total Toxic Organics, Semiannual)						
	EPA 808 will test for additional Organochlorine Pesticides and Polychlorinated Biphenyls (PCB's)	EPA 624	Water	Included for VOC's	\$ -	\$ -
		EPA 625	Water	Included for Phthalates	\$ -	\$ -
		EPA 608	Water	4	\$ 120.00	\$ 480.00
Water Recl. Fac. (Weekly, Bi-weekly)						
	Total Nitrogen (TKN, Nitrate + Nitrites)	EPA 351.2, EPA 353.2	Water	208	\$ 40.00	\$ 8,320.00
	Total Phosphorous	EPA 365.1	Water	208	\$ 20.00	\$ 4,160.00
	Phosphate, Ortho	HACH 8190	Water	104	\$ 20.00	\$ 2,080.00
Field Services						
	Sample Pickup at Water Reclamation Facility			52	\$ 45.00	\$ 2,340.00
*	Sample Labor at (3) Industries - Semiannually			6	\$ 145.00	\$ 870.00
	Composite Sampler Rental			6	\$ 64.00	\$ 384.00
	Flow Meter Rental			6	\$ 40.00	\$ 240.00
	Flow Rate Measurement - included with Sample Labor			6	\$ -	\$ -
	Microbac will provide all sterile bottles, preservatives, coolers, ice, Chains of Custody, and date verification, as needed				\$ -	\$ -
Estimated Quotation Costs for 12-month Period					\$	22,276.00

Section IV: Quotation Information & Provisions

- * Sample Labor includes calibration, delivery, setup, use of and removal of composite sampler and flow meter, and transport of samples to laboratory
 - ** Per EPA Method 1631, each sample tested for Low-Level Mercury requires a Field Blank and a Field Duplicate to be tested concurrently
 - *** pH, CBOD5, TSS, Oil and Grease, and all Field Services will be provided by Microbac-Knoxville / 505 E. Broadway Ave / Maryville, TN 37804
 - **** All other analyses will be conducted at Microbac-Chicago-4 / 258 West 84th Drive / Merrillville, IN 46410 / (219) 769-8378
- Quoted prices are based on a TAT of 7 full business days from receipt of sample and include your choice of electronic deliverables (reporting level, media and mode of delivery).
- Priority service is available at the following surcharges:
- 24 Hour TAT @ 100% surcharge
 - 48 Hour TAT @ 75% surcharge
 - 72 Hour TAT @ 50% surcharge

Quotation Authorized By: _____ Quotation Accepted by: _____

Manager Signature: _____

Signature: _____

Print Name: Fernando Hernandez
Authorized Agent of Microbac Laboratories, Inc

Print Name: _____
Authorized Agent or Officer of: City of Franklin Purchasing Office

Title: Technical Sales Account Manager

Title: _____

Date Authorized: 15-Apr-2019

Date Authorized: _____

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 Anderson) SS
Affiant, Fernando Hernandez , 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)
Microbac Laboratories, Inc.
(legal name of entity submitting bid or proposal)

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

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

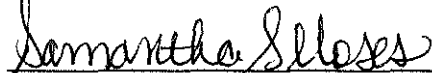


(signature of Affiant)

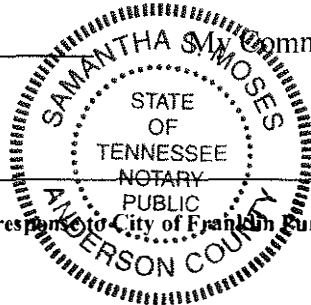
Technical Sales Account Manager

(title of Affiant)

Sworn and subscribed to before me this 17 day of April, 2019


(Notary Public)

Commission Expires: 01/29/2022



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 Anderson) SS

Affiant, Fernando Hernandez, 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)

Microbac Laboratories, Inc.
(legal name of entity submitting bid or proposal)

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

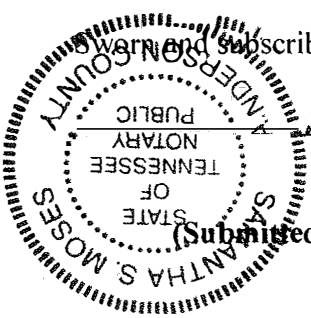
- 2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
- 3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
- 4. Neither the said Bidder or 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)

Technical Sales Account Manager
(title of Affiant)

Sworn and subscribed to before me this 17 day of April, 2019
[Signature]
(Notary Public)

My Commission Expires: 01/29/2022



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2019_013)

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 Anderson) SS

Affiant, Fernando Hernandez, 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)
Microbac Laboratories, Inc.,
(legal name of entity submitting bid or proposal)

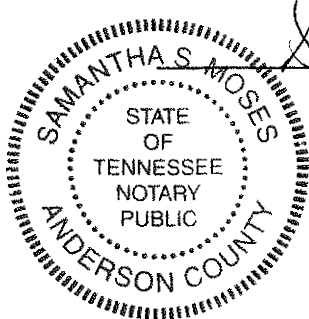
the Bidder or Proposer who has submitted the attached bid or proposal;

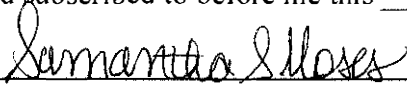
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.


(signature of Affiant)

Technical Sales Account Manager
(title of Affiant)

Sworn and subscribed to before me this 17 day of April, 2019




(Notary Public)

My Commission Expires: 01/29/2022

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0161)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin
Attn: Purchasing Manager
Re: City of Franklin Purchasing Office Solicitation No. 2019_013
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:

Microbac Laboratories, Inc.
Fernando Hernandez
505 East Broadway Avenue
Maryville, Tn 37804
Mobile:(865)312-2761 Fax:(865)984-8616
fernando.hernandez@microbac.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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.

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

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0161)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
7/16/2019	Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	W12040657	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	10/1/2019
				Automobile Liability	10/1/2019
				Workers Compensation and Employers' Liability	10/1/2019
				Professional liability (environmental testing)	10/1/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2019

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 Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378		FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Microbac Laboratories, Inc. One Allegheny Square, Suite 400 Pittsburgh, PA 152125325	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Casualty and Surety Company of A		31194
	INSURER B: Phoenix Insurance Company		25623
	INSURER C: Travelers Casualty Insurance Company of Am		19046
	INSURER D: Lloyd's		B7874
	INSURER E: INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W12040657

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 <input checked="" type="checkbox"/> Contractual Liab. <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	P-630 3L071630-18	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-3L084428-18-43-G	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	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 No	N/A	UB-3L082379-18-43-G	10/01/2018	10/01/2019	<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
D	Professional Liability			PGIARK01384-07	10/01/2018	10/01/2019	Each Claim \$1,000,000 Aggregate \$1,000,000 Deductible \$250,000


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

This Voids and Replaces Previously Issued Certificate Dated 07/11/2019 WITH ID: W12013275.

Certificate Holder is included as an Additional Insured as respects to General Liability.

General Liability shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin 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 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Pennsylvania, Inc.	NAMED INSURED Microbac Laboratories, Inc. One Allegheny Square, Suite 400 Pittsburgh, PA 152125325
POLICY NUMBER See Page 1	NAIC CODE See Page 1
CARRIER See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability and Workers Compensation as permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section 11) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III- Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

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

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

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

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

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0161)

Attachment No. 4

INDEMNIFICATION AGREEMENT

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

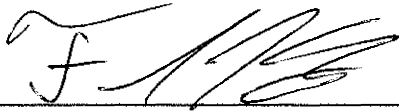
State of Tennessee)
County of Anderson) SS

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

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

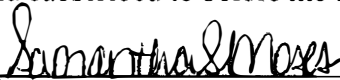
the Bidder or Proposer who has submitted the attached bid or proposal;

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 any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

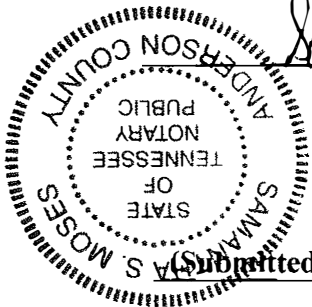

(signature of person whose printed name appears above)

Technical Sales Account Manager
(title of person whose printed name appears above)

Sworn and subscribed to before me this 17 day of April, 2019


(Notary Public)

My Commission Expires: 01/29/2022



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2019 013)