

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2017-0372)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Swift Lawn & Land, Inc. of Franklin, Tennessee ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on November 13, 2017 Purchasing Office Solicitation No. 2018-008, a procurement solicitation for bids for City facility landscaping and related contract services for a term of award, (b) on November 28, 2017 Addendum No. 1 to Purchasing Office Solicitation No. 2018-007, (c) on December 6, 2017 Addendum No. 2 to Purchasing Office Solicitation No. 2018-007, and (d) on December 7, 2017 Addendum No. 3 to Purchasing Office Solicitation No. 2018-008 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated December 11, 2017 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with VENDOR's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. VENDOR has now also submitted 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 before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
6. In the event that insurance coverage documented by 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.
7. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
8. VENDOR included in SUBMITTAL CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

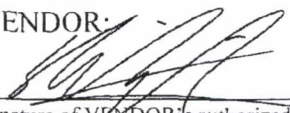
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2017-0372)

9. CITY awarded on January 23, 2018 to VENDOR the purchase of City facility landscaping and related contract services for a term of award pursuant to SOLICITATION and SUBMITTAL.
10. The term of award shall commence upon execution of this AGREEMENT, shall be for the three (3) mowing seasons of 2018, 2019 and 2020, and shall expire December 31, 2020 unless extended as provided below.
11. 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, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award for the mowing seasons of 2021 and 2022, each time for up to one (1) additional mowing season, for a maximum possible term of award of five (5) mowing seasons total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with the Facilities Manager of CITY, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of three (3) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
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.

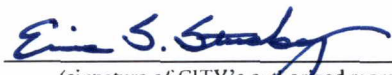
EXECUTED THIS 27 DAY OF March 2018

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: Owner

For CITY:


(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:


Tiffani M. Pope, Staff Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0372)

Attachment No. 1

Excerpts from SUBMITTAL

Revised* 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.: 2018-008

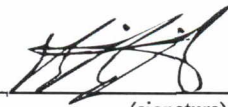
Vendor's name, street address, and mailing address (if different):				Swift Lawn & Land, Inc.	
				221 5th Ave S	
				Franklin, TN 37064	
Vendor's contact person's name (printed), title, telephone number and e-mail address:				David Swift, Owner	
				615-838-8422	
				david@swiftlawn.biz	
Does the bidder take any exceptions to the City's procurement solicitation?				<input type="checkbox"/> Yes, see enclosed.	
				<input checked="" type="checkbox"/> No, bidder takes no exceptions.	
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?				<input type="checkbox"/> Yes, see enclosed.	
				<input checked="" type="checkbox"/> No, bidder takes no exceptions.	
Jobsite No.	Facility	Description of Service	Estimated quantity of service dates per year	Total fee for service per service date	Extended price (estimated quantity per year times fee per service date)
1	Police headquarters at 900 Columbia Ave.	Mowing and related	35	\$ 195	\$ 6,825
		Mulching and related	1	\$ 6,988	\$ 6,988
		Shrubbery trimming	2	\$ 2,100	\$ 4,200
		Trimming dead flower tops / sprigs	2	\$ 675	\$ 1,350
2	property 405 Hillsboro Rd.	Mowing and related	20	\$ 110	\$ 2,200
		Shrubbery trimming	0	\$ n/a	\$ n/a
3	property at 108 Southeast Parkway	Mowing and related	20	\$ 130	\$ 2600
		Mulching and related	1	\$ 890	\$ 890
		Shrubbery trimming	2	\$ 540	\$ 1,080
Grand total: (based on estimated quantities of service dates per year)					\$ 26,133

Revised* Bid Submittal Form

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

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Vendor's name:	<u>Swift Lawn & Land, Inc.</u>
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 February 28, 2018) that bid and associated pricing is valid and may be accepted by the City:	<u>February 28, 2018</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 Visa 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"/> Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none"> City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; Vendor-supplied contact information for minimum of three references; City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; City of Franklin Affidavit of Non-Collusion, executed in full; City of Franklin Affidavit of Title VI Compliance, executed in full; and If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full. 	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
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.)	<input type="checkbox"/> Addendum No. _____ <input checked="" type="checkbox"/> Addenda Nos. <u>1-3</u> <input type="checkbox"/> No addenda.
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.	 _____ (signature)

Revised* 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.: 2018-008

Vendor's name:	Swift Lawn & Land, Inc.
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.	 (signature)
Title of bidder's authorized representative:	Owner
Date of signatures:	12-11-17

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2018-008

1. Solicitation identified: These specifications apply to the following procurement:
City facility landscaping and related contract services for a term of award
Purchasing Office Solicitation No.: 2018-008
2. Notice to Bidders publication date: **November 9, 2017**
3. Solicitation release date: **November 13, 2017**
4. Mandatory* Pre-Bid Conference: **November 28, 2017, 2:00 p.m. Central Time, to be conducted at City Hall (109 3rd Ave. South, Franklin, TN 37064) in the Training Room (which is located at the end of City Hall closest to Church Street)**

*PLEASE NOTE: Potential bidders are required to attend the mandatory pre-bid conference.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **November 30, 2017, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **December 12, 2017, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **January 5, 2018**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **January 23, 2018**
9. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to render City facility landscaping and related contract services for a term of award, all as specified below. See the accompanying Instructions for Bidders for additional information and instructions.
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

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2018-008

questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.

- b. Any deviation or variance from the City's specifications shall be considered by the City to be an exception.
- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

11. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City pays for goods and/or services only after receipt and acceptance by the City of all such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for all such goods and/or services as ordered, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2018-008

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

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2018-008

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 are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2018-008

- 12.1. C General:
- 12.1.1. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of the three (3) mowing seasons of 2018, 2019 and 2020, effective upon execution of a procurement agreement between the parties or January 1, 2018, whichever is later, and to expire December 31, 2020 unless extended as provided below.
- 12.1.2. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, including any extensions to the term of award made pursuant to this provision, the City and the vendor may choose to exercise an option to extend the term of award twice for the mowing seasons of 2021 and 2022, each time for up to one (1) additional mowing season, for a maximum possible term of award of five (5) mowing seasons total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of three (3) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.
- 12.1.3. C Service provider shall, for the specified term of award, including any extensions if exercised, provide specified services at specified frequency at each of the specified jobsites.
- 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 provide the specified services.
- 12.1.5. C The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this solicitation for bids.
- 12.1.6. C The services to be rendered in accordance with this procurement are to be offered for the specified term of award, including any extensions if exercised.
- 12.1.7. C The fees for all services to be rendered in accordance with this procurement shall be quoted by the service provider on a fee-per-service-date basis for each service rendered at each jobsite.
- 12.1.8. C The quoted fees shall remain the same for the specified term of award, including any extensions if exercised.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2018-008

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- 12.1.9. C The quoted fees shall be all-inclusive. Service provider shall not charge, and the City of Franklin shall not pay, any other fees or charges submitted by service provider for any expense directly or indirectly related to the provision of the specified services. The quoted fees shall include the cost of all equipment, fuel, labor, insurance coverages, materials and delivery and/or freight charges, disposal charges, and any required trade and/or contractor license fees or business license fees necessary to render the specified services.
- 12.1.10. C The City may cancel services for cause, including timeliness in completing services (taking into consideration weather and other circumstances beyond the service provider's control), poor quality of work, or for other reasons if deemed in the City's best interest.
- 12.1.11. C The City may cancel services if, for whatever reason, the City determines that the services are no longer needed by the City.
- 12.1.12. C The City may alter the scheduled rendering of any or all services for any or all jobsites if, for whatever reason, the City determines that such scheduled rendering needs to be adjusted to accommodate the needs of the City. For example, drought conditions may develop, construction or rehabilitation projects may be undertaken, and City-approved athletic tournaments and other special events may take place on various properties throughout the year. To accommodate such conditions, projects and events, the service provider shall adjust the rendering of services as requested by the City.
- 12.2. The specified services shall be rendered at the following three (3) jobsites, all of which are located within the corporate limits of Franklin, Tennessee:
- 12.2.1. C Jobsite No. 1: Police headquarters at 900 Columbia Ave. (see Appendix No. 1)
- 12.2.2. C Jobsite No. 2: former Water Management Department headquarters at 405 Hillsboro Rd. (see Appendix No. 2)
- 12.2.3. C Jobsite No. 3: former Streets Department headquarters at 108 Southeast Parkway (see Appendix No. 3)
- 12.3. Mowing services shall include:
- 12.3.1. C The day of the week for mowing service shall be by mutual agreement between the City and the service provider.
- 12.3.2. C Mowing the areas that have been mowed recently.
- 12.3.3. C Collect and remove litter from the jobsite.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2018-008

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| 12.3.4. | <u>C</u> | Mow grass and weeds to the heights indicated in Notes section below. Except as noted in specification no. 12.7.1.9 below, clippings may be mulched or bagged and removed, at the discretion of the service provider. If mulched, clippings shall not be visible from the street upon completion, and shall not choke or otherwise damage the underlying plant. |
| 12.3.5. | <u>C</u> | Trim grass and weeds along paved surfaces and other lawn edges, around buildings, structures, trees, fences, etc. |
| 12.3.6. | <u>C</u> | Blow or otherwise clear clippings and leaves from paved surfaces. |
| 12.3.7. | <u>C</u> | Debris removed from any jobsite shall be disposed of properly. The service provider's cost of disposal of debris and litter is not reimbursable. |
| 12.3.8. | <u>C</u> | All fallen leaves, including those on or in any turf, ditches, mulch beds, islands, enclosed secured areas, fences, trellises, retention basins, etc., shall be mulched at each jobsite or removed from each jobsite and disposed of properly. The service provider's cost of disposal of leaves is not reimbursable. |
| 12.3.9. | <u>C</u> | The service provider selected by the City pursuant to this procurement solicitation is <u>not</u> responsible for applying the fertilization program to the turf areas. The service provider selected by the City pursuant to this procurement solicitation <u>is</u> responsible for applying pre- and post-emergent weed killer in the mulched beds. |
| 12.4. | | Mulching services shall include: |
| 12.4.1. | <u>C</u> | The day of the week for mulching services shall be by mutual agreement between the City and the service provider. |
| 12.4.2. | <u>C</u> | Mulching the areas that are currently mulched. |
| 12.4.3. | <u>C</u> | Dead flower tops and/or sprigs shall be trimmed, mulch beds shall be cleaned, pre- and post-emergent treatment shall be applied and mulch shall be added, all as necessary. |
| 12.5. | | Shrubbery trimming services shall include: |
| 12.5.1. | <u>C</u> | The day of the week for shrubbery trimming services shall be by mutual agreement between the City and the service provider. |
| 12.5.2. | <u>C</u> | Trimming existing shrubbery. |
| 12.6. | | Other requirements: |
| 12.6.1. | <u>C</u> | Service provider shall provide the specified services for all specified jobsites at the frequency indicated in the Notes section below and on the Bid Submittal Form, or upon request of the City, for up to the specified term of the award, including any extensions if exercised. |

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2018-008

- 12.6.2. C Specified services shall not be rendered on Saturdays or Sundays. Instead, they shall be rendered only Monday through Friday, except as follows: New Year's Day (the first day of January or, if the first day of January is a Saturday or Sunday, then the day observed by the City as the New Year's Day holiday), Memorial Day (the last Monday of May), Independence Day (the fourth day of July or, if the fourth day of July is a Saturday or Sunday, then the day observed by the City as the Independence Day holiday), Labor Day (the first Monday of September), Thanksgiving Day (the fourth Thursday of November), and Christmas Day (the 25th day of December or, if the 25th day of December is a Saturday or Sunday, then the day observed by the City as the Christmas Day holiday).
- 12.6.3. C Specified services shall be rendered only between the hours of 7:00 a.m. and 5:00 p.m. Central Time.
- 12.6.4. C Whenever weather does not permit the delivery of any of the specified services when it is otherwise scheduled to be delivered, then the City and the service provider shall, by mutual agreement, reschedule the next date of service delivery for that service.
- 12.6.5. C If services are requested by the City other than during the periodic schedule referenced above, then service provider shall, weather permitting, provide those services within three (3) City business days of the request.
- 12.6.6. C Service provider shall, no later than 3:00 p.m. Central Time on the City business day immediately preceding the intended date of service, notify the City-designated contact person of the service provider's intent to render services for each date that service is rendered. Service provider may ask the City-designated contact person for authorization to render services the same date of notification but is not authorized to provide those services unless permission to do so is given by the City-designated contact person. Notification of the service provider's intent to render services for each date that service is rendered may be in person or by telephone, fax or e-mail.
- 12.6.7. C Services rendered are subject to inspection by the City, both during and following the date of service.
- 12.7. Notes:
- 12.7.1. For Jobsite No. 1 (900 Columbia Ave.) only:
- 12.7.1.1. C Services to be rendered: Mowing, mulching and shrubbery trimming.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2018-008

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| 12.7.1.2. | <u>C</u> | In addition to areas adjacent to Police headquarters building, jobsite also includes areas within the parking garage as well as the perimeter, along with the turf and mulch beds located between the curb and sidewalks located along Natchez Street, Ninth Avenue and Plaza Street. |
| 12.7.1.3. | <u>C</u> | Mow weekly to a finished height of between three (3) and five (5) inches. |
| 12.7.1.4. | <u>C</u> | The brown tone areas as depicted in Appendix No. 1 are mulch. |
| 12.7.1.5. | <u>C</u> | The large mulch bed area behind the parking garage has been a mixture of pine straw and mulch. |
| 12.7.1.6. | <u>C</u> | GLY 4 shall be allowed but only at the paver locations in the front and rear, up against walls and concrete, and in the bed areas when used to treat single areas of weed growth. |
| 12.7.1.7. | <u>C</u> | Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted. |
| 12.7.1.8. | <u>C</u> | The areas to be mulched shall match existing mulched area. |
| 12.7.1.9. | <u>C</u> | An allowance of four (4) times per year when needed for bagging and removal of clippings shall be included in the bid pricing. |
| 12.7.1.10. | <u>C</u> | City shall be notified each time clippings are bagged and removed from the jobsite. |
| 12.7.1.11. | <u>C</u> | The service provider is required to make sure all personnel gates are closed while and during cutting services are occurring within secure areas. |
| 12.7.1.12. | <u>C</u> | City shall provide the service provider with a City contact name and telephone number to facilitate the service provider gaining access to the jobsite. |
| 12.7.1.13. | <u>C</u> | The decorative grasses and flowers are to be cut back or topped by the service provider selected by the City pursuant to this procurement solicitation, once in the spring and again once in the fall (autumn) or once foliage has completed its cycle. |
| 12.7.2. | | For Jobsite No. 2 (405 Hillsboro Rd.) only: |
| 12.7.2.1. | <u>C</u> | Services to be rendered: Mowing and shrubbery trimming. |
| 12.7.2.2. | <u>C</u> | Mow once every two weeks to a finished height of between three (3) and five (5) inches. |
| 12.7.2.3. | <u>C</u> | A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth. |

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2018-008

- 12.7.2.4. C Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.
- 12.7.2.5. C In addition to the area indicated on Appendix No. 2, some additional area shall be mowed. See document attached to Addendum No. 2 as Appendix No. 7 that shows green areas that will require maintenance. Areas that are graveled around building will need to be hand-cut or sprayed to keep weeds from growing.
- 12.7.3. C For Jobsite No. 3 (108 Southeast Parkway) only:
- 12.7.3.1. C Services to be rendered: Mowing, mulching and shrubbery trimming.
- 12.7.3.2. C Mow once every two weeks to a finished height of between three (3) and five (5) inches.
- 12.7.3.3. C A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth.
- 12.7.3.4. C Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.
- 12.7.3.5. C The areas to be mulched shall match existing mulched area.
- 12.8. C Insurance requirements:
- 12.8.1.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with copy of Additional Insured blanket endorsement attached
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder* only
Workers Compensation	Statutory limits Waiver of Subrogation shall apply	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

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2018-008

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

Swift Lawn & Land, Inc. References

- **Barry Johnson**

Property Manager, Service Facilities Management / Franklin First United Methodist Church
barry.johnson@sfm-service.com
615-504-0426

- **Melissa Dornon**

Property Manager, Bell Partners, Inc. / The Everly at Historic Franklin
mdornon@bellpartnersinc.com
615-889-6001

- **Ashley Linville**

Property Manager, Bell Partners Inc. / Dwell at McEwen
alinville@bellpartnersinc.com
615-481-7234

Affidavit of Non-Collusion

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

State of Tennessee)
County of Williamson) SS

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

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Swift Lawn & Land, 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 of Affiant) Owner
(title of Affiant)

Sworn and subscribed to before me this 12 day of November, 2017

(Notary Public) My Commission Expires: January 19, 2021

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018 - 008)

Affidavit of Title VI Compliance

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

State of Tennessee)
County of Williamson) SS
Affiant, David Swift, deposes and makes oath that:
(printed name of person signing Affidavit)

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

Owner
(title of Affiant)

Sworn and subscribed to before me this 12 day of February, 2017

[Signature]
(Notary Public)



My Commission Expires February 09, 2021

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

State of Tennessee)
County of Williamson) SS

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

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

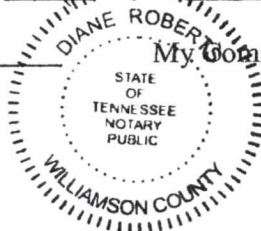
[Signature]
(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this

12 day of December, 2017

[Signature]
(Notary Public)



My Commission Expires: January 19, 2021

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0372)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2018_008

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:

Swift Lawn & Land

David Swift, Owner

221 5th Ave S

Franklin, TN 37064

n/a

david@swiftlawn.biz

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with 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.
13. 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.
14. 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.
15. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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.

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

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2017-0372)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
3/2/2018	Petra RMS P.O. Box 43709 Birmingham, AL 35243	Master 17-18	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	5/23/2018
				Automobile Liability	5/23/2018
				Workers Compensation and Employers' Liability	5/23/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2018

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 Petra RMS PO Box 43709 Birmingham AL 35243		CONTACT NAME: Sheri Likes PHONE (A/C, No, Ext): (205)354-2700 E-MAIL ADDRESS: sheri@redmandavis.com FAX (A/C, No):	
INSURED Swift Lawn And Land Inc 221 5Th Ave S Franklin TN 37064-2629		INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: Summit INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** Master 17-18**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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		03226340	05/23/2017	05/23/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Voluntary Property \$ 5,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate Holder is named Additional Insured with respect to General Liability

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 Sheri Likes

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**COMMERCIAL GENERAL LIABILITY
55205 (12-04)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization (Additional Insured):

BELL PARTNERS INC
BUCKINGHAM MANAGEMENT LLC
RAM PARTNERS LLC
GREYSTAR REAL ESTATE PARTNER LLC
CITY OF FRANKLIN, TENNESSEE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Under SECTION II - WHO IS AN INSURED, the following is added:

The person or organization shown in the above Schedule is an Additional Insured, but only with respect to liability arising out of "your work" for that insured by or for you.

B. Under SECTION III - LIMITS OF INSURANCE, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor, not to exceed the limits provided in this

policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, the following is added:

This insurance is primary for the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that person or organization by or for you. Other insurance available to the person or organization shown in the Schedule will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0372)

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 Williamson) SS

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

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

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

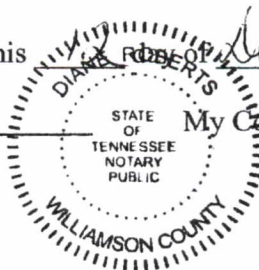
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, 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]
(signature of person whose printed name appears above)

Owner
(title of person whose printed name appears above)

Sworn and subscribed to before me this

[Signature]
(Notary Public)



December, 2017
My Commission Expires: January 09, 2021