

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2014-0262)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Justin Stelter of Franklin, Tennessee (“VENDOR”), who mutually agree as follows:

1. CITY issued on September 4, 2014 Purchasing Office Solicitation No. 2015-010, a procurement solicitation for bids for tree supply, planting and related contract services, including a 12-month maintenance and guarantee, at Eastern Flank Battlefield Park, Ft. Granger and Pinkerton Park for the Parks Department (“SOLICITATION”), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid dated September 30, 2014 (“SUBMITTAL”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) 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.
4. If and when insurance coverage documented by Certificate(s) of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate(s) of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or 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.
6. VENDOR 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.
7. VENDOR has now also submitted CITY’s Indemnification Agreement, executed for VENDOR, 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. 2014-0262)

8. VENDOR hereby acknowledges the extended pricing listed in SUBMITTAL for Shellbark Hickory does not equal the unit pricing for that line item multiplied by the specified estimated quantity. Per SOLICITATION's Instructions for Bidders section 19c, quoted unit pricing prevails. Therefore, CITY and VENDOR agree that neither the extended pricing listed in SUBMITTAL for Shellbark Hickory nor the grand total pricing listed in SUBMITTAL is correct.
9. CITY awarded on October 28, 2014 and now desires to retain VENDOR to supply and deliver the goods and services as specified in SOLICITATION for a total of 198 trees at three (3) jobsites in the total amount of \$40,464.70, according (a) to the schedule of quantities by jobsite as identified in Attachment No. 5 hereby incorporated by reference as if fully set forth herein, and (b) to the schedule of pricing by variety of tree as identified in Attachment No. 6 hereby incorporated by reference as if fully set forth herein.
10. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__

For VENDOR:

Justin Speltz
(signature of VENDOR's authorized representative)

TITLE: owner

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2014-0262)

Attachment No. 1

SOLICITATION

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written bids in the City's Purchasing Office, City Hall, Suite 107, 109 Third Avenue South, Franklin, TN 37064, until 2:00 p.m. Central Time on September 30, 2014, at which time and location they will be publicly opened, for the following procurement: tree supply, planting and related contract services (Purchasing Office Solicitation No. 2015-010). Bids must be prepared and submitted in accordance with the City of Franklin's specifications and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<http://www.franklintn.gov/>) or by contacting the City of Franklin Purchasing Office (purchasing@franklintn.gov; 615/550-6692). The City reserves the right to reject any and all bids, and to waive formalities.

{text below this line not to be published}

DATE OF PUBLICATION OF THIS NOTICE TO BIDDERS: **September 4, 2014**

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-010

1. Solicitation identified: These instructions apply to the following procurement:
tree supply, planting and related contract services
Purchasing Office Solicitation No.: 2015-010

2. Solicitation packet component documents: These Instructions for Bidders accompany the following documents which, in total, represent the complete solicitation packet:
 - a. Notice to Bidders;
 - b. City of Franklin Instructions for Bidders (this document);
 - c. City of Franklin Specifications;
 - d. City of Franklin Bid Submittal Form;
 - e. City of Franklin Affidavit of Non-Collusion;
 - f. City of Franklin Affidavit of Title VI Compliance;
 - g. City of Franklin Affidavit of Drug-Free Workplace;
 - h. City of Franklin Standard Procurement Terms and Conditions;
 - i. City of Franklin Indemnification Agreement; and
 - j. City of Franklin Procurement Agreement form.

3. Location of bid opening: Bid opening will be held in the City of Franklin Purchasing Office (see address below, under “Delivery of bids”), or at another location within the City of Franklin City Hall. If the location of the bid opening is other than at the Purchasing Office, such location shall be posted on the front door of the Purchasing Office at least five (5) minutes before the appointed time of bid opening.

4. Who may attend bid openings: City of Franklin bid openings are open to the public. Bidders are specifically welcome to attend.

5. Withdrawal of bids; expiration of submittal validity (see also “Errors and omissions” below):
 - a. Before the bid submittal deadline, submitted bids may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn bids may be returned unopened to the submitting party but only at the submitting party’s expense. Such a request to withdraw a bid and such a request to return a withdrawn bid must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the bid submittal deadline, and may be submitted via either e-mail (purchasing@franklintn.gov) or fax (615/550-0079).
 - b. After the bid submittal deadline, submitted bids may not be withdrawn.
 - c. Before award, all bids and associated pricing as submitted shall be considered valid and may be accepted by the City at least through November 30, 2014 and until the date indicated on the bidder’s Bid Submittal Form as the “last date that bid and associated pricing is valid and may be accepted by the City.”
 - d. After award, the accepted bid and associated pricing shall be considered valid until the specified goods and services have been supplied, delivered, provided and completed, to the satisfaction of the City of Franklin.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-010

6. Submittal timing: Bids are to be delivered *no earlier than* five (5) City of Franklin business days before the submittal deadline. Bids delivered either more than five (5) City of Franklin business days before the submittal deadline or at any time after the submittal deadline shall be rejected and not evaluated.
7. Bids rejected on account of timing: Submitters of bids rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Bids rejected on account of timing may be retrieved by the submitter at the submitter's expense. The City shall promptly cause to be destroyed and discarded any and all bids rejected on account of timing and not retrieved by the submitter within five (5) City of Franklin business days of the submitter being notified of the rejection.
8. Bid to be sealed: Each bid shall be submitted inside one (1) or more sealed container(s).
9. Submittal to include one (1) set of original documents plus two (2) complete duplicate sets: Please submit one (1) set of bid documents with original signatures plus two (2) complete duplicate sets.
10. Bid submittal contents: Included with the bid are to be the following:
 - a. City of Franklin Bid Submittal Form, executed in full;
 - b. Detailed vendor-supplied description of bid goods and services;
 - c. City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;
 - d. Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;
 - e. Vendor-supplied contact information for minimum of three references (see below);
 - f. City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
 - g. Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;
 - h. City of Franklin Affidavit of Non-Collusion, executed in full;
 - i. City of Franklin Affidavit of Title VI Compliance, executed in full; and
 - j. If the bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-010

11. Bid container label: The outside face of the bid container(s) must be labeled with the following information:

- a. the bidder's name and address; and
- b. the following text:

SEALED BID
City of Franklin solicitation no.
2015-010 (tree supply, planting &
related services)
NOT TO BE OPENED EXCEPT AT
BID OPENING September 30, 2014,
2:00 p.m. Central Time

12. Delivery of bids:

- a. Bids are to be addressed and delivered to:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064

- b. Bids must be printed on paper and signed. A bid may be mailed via U.S. Mail or shipped or hand-delivered via courier. Bids submitted to the City electronically (e.g., via e-mail or fax) are not permitted and shall be rejected.
- c. A bid is not considered delivered unless and until it has been received by the City of Franklin Purchasing Office at the physical location listed above. A bid that is en route via U.S. Mail or courier, or delivery of a bid to another City office or location, does not in and of itself constitute delivery of that bid to the City of Franklin Purchasing Office.
- d. The Purchasing Office shall exclusively determine whether a bid was received before the submittal deadline, and shall use the most accurate time piece available in its office as an aide to doing so.

13. Reference request: Bidders must provide three references for similar work completed within the last twelve months. Information to be provided shall include: client name, client address, description of work, contact name and title, and contact telephone number.

14. Selection criteria: Selection of the lowest and best responsive and responsible bid shall be based upon a combination of some or all of the following factors: the quoted purchase costs and/or life-cycle costs to the City of bids that are responsive to the solicitation; compliance with the City's instructions, specifications and standard procurement terms and conditions; any terms and conditions stated by the bidder in the bid; anticipated timeliness of delivery of the bid item(s); the character, integrity and reputation of the bidder; the results of any reference checks; and any prior experience of the City of Franklin with the bidder and/or the bid item(s) and/or any component thereof.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-010

15. Bid tabulation; notice of intent to award: The tabulation of bids received, as prepared by the City, may also indicate a recommendation as to the selection of the lowest and best responsive and responsible bid, in which case the tabulation of bids received also functions as the City's notice of intent to award. Bidders may request a copy of the tabulation of bids received by contacting the City's Purchasing Office (see contact information below) at any time on or after the tentative date of release of the City's tabulation of bids received and notice of intent to award (see Specifications).
16. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Specifications for tentative date of award. Purchases shall be awarded to the bidder who submits the lowest and best responsive and responsible bid. The awards shall be memorialized in writing, using the City's Procurement Agreement form.
17. Other documents to be required of successful bidder: Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide the following documents:
 - a. Vendor-supplied agreement or contract, if any, by and between the City and the bidder to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
 - b. City of Franklin Indemnification Agreement, executed in full;
 - c. Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
 - d. City of Franklin Procurement Agreement, executed for the vendor; and
 - e. If the vendor prefers to be paid by direct deposit (such as "ACH" or "Electronic Funds Transfer") as opposed to credit card, and if the vendor has not been paid by the City by means of direct deposit within the last two (2) years, then the vendor shall submit a completed City's Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
18. City's right to reject bids, waive formalities: The City of Franklin reserves the right to reject any and all bids, and to waive formalities.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-010

19. Errors and omissions (see also “Withdrawal of bids; expiration of submittal validity” above):
- a. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder’s submittal packet that are discovered by the bidder before submittal shall be corrected by the bidder. If such a correction results in altering but not replacing one or more documents, then the bidder’s representative shall initial each such correction in non-erasable ink.
 - b. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder’s submittal packet that are discovered by the bidder after submittal but before the bid submittal deadline may be corrected by the bidder but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled “SEALED AMENDED BID” and shall otherwise be submitted pursuant to the same instructions above as for the submittal of the original bid documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the bid submittal deadline.
 - c. Uncorrected errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder’s submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the bidder may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal. In the case of a discrepancy between the bidder’s unit price for a particular line item as quoted in the bid and the unit price calculated by dividing the bidder’s extension price for that same line item by the quantity indicated for that same line item, then the bidder’s unit price for that line item as quoted in the bid shall prevail.
 - d. Omissions from a bidder’s submittal packet shall be considered on a case-by-case basis by the City. Omissions may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-010

20. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office (see address above)

purchasing@franklintn.gov

Tel: 615/550-6692

Fax: 615/550-0079

Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.

Addenda to this procurement solicitation may be issued. Before submitting its response, it is the responsibility of each respondent to confirm whether any addenda to this procurement solicitation have in fact been issued by the City. To do so, please contact the City's Purchasing Office (see contact information above).

21. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.
22. Vendor protest: A vendor who feels the need to object to either a deficiency of this procurement solicitation or a proposed award pertaining to this procurement solicitation are encouraged, as soon as possible, to express their concerns to and seek remedy from the Purchasing Manager (see contact information above). Vendors who are not satisfied with, or who choose not to pursue, such an informal resolution of their concerns and who feel compelled to lodge a formal protest about some aspect of a City procurement not pertaining to new construction shall do so pursuant to the City's Vendor Protest Procedure for City procurements not pertaining to new construction, a mandatory administrative procedure which all aggrieved actual or prospective vendors must utilize and exhaust prior to seeking judicial review or remedy. For a copy of the City's Vendor Protest Procedure for City of Franklin procurements not pertaining to new construction, please contact the City's Purchasing Office (see contact information above) or click on the following link: <http://www.franklintn.gov/index.aspx?page=806>.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

1. Solicitation identified: These specifications apply to the following procurement:
tree supply, planting and related contract services
Purchasing Office Solicitation No.: 2015-010

2. Notice to Bidders publication date: **September 4, 2014**

3. Solicitation release date: **September 4, 2014**

4. Deadline for mandatory* pre-bid appointment: **September 23, 2014, 2:00 p.m. Central Time, to be conducted at each of the job sites**

*PLEASE NOTE: All bidders are **required** to schedule and attend a mandatory pre-bid appointment. The pre-bid appointment shall be attended by an authorized representative of the bidder and City Arborist Todd Snackenberg of the Franklin Parks Department or his designated representative. To make an appointment, please contact the Franklin Parks Department at 615/794-2103. Pre-bid appointments must be conducted in person and at the jobsites, and must be conducted and completed before the deadline for the pre-bid appointment listed above.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **September 24, 2014, 2:00 p.m. Central Time**

6. Bids submittal deadline and scheduled opening: **September 30, 2014, 2:00 p.m. Central Time**

7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **October 10, 2014**

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: **October 28, 2014**

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 supply and deliver to the City of Franklin and plant and maintain at specified locations the specified variety of trees, with final quantities of each variety and at each location to be determined subject to budgetary constraints. See the accompanying Instructions for Bidders for additional information and instructions.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

10. Exceptions:

- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
- b. Any deviation or variance from the City's specifications shall be identified by the bidder as an exception.
- c. Any exception 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 in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Bidders are required to indicate in that document exactly how such exception does not meet the City's specifications by identifying exactly how the good or service as bid differs from the City's specifications. Bidders shall also advise as to whether and why such exception should be judged by the City to meet or exceed the City's intention as expressed and implied by the City's specifications. Any and all exceptions to the City's specifications which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the City's specifications shall be considered by the City as a factor in the award selection criteria.

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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
 - f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
 - g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
 - h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
 - i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
 - j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
 - k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
 - l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

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

12. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid goods, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Bidders are required to list and describe any and all such exceptions in a separate document to be prepared by the bidder, referencing the subsection number, and to indicate in that document exactly how such exceptions do not meet specifications, and why such exceptions should be judged by the City to meet or exceed the performance expectations expressed and implied by the specifications.
- 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 Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.1. General.
- 12.1.1. _____ The purpose of this procurement, in an effort to enhance the aesthetic value and overall appearance of the City of Franklin, is for the successful bidder (that is, the vendor who is recommended be awarded the purchase) to furnish all labor, materials and means necessary to supply and deliver to the City of Franklin and plant and maintain at certain jobsites a certain variety of trees, all as specified below, with final quantities of each variety and at each location to be determined subject to budgetary constraints.
- 12.1.2. _____ The City intends to award this project to a single bidder for all specified tree varieties and all specified project jobsites. In order to compete for award of this project, bidders must quote pricing for each and every variety of tree specified below and for each and every jobsite specified below.
- 12.1.3. _____ Quoted pricing shall be all-inclusive for supply, delivery, planting and maintenance, as specified below, of all specified tree varieties and specified project jobsites, and shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to complete the project. City hereby specifically rejects any other fee or other surcharge for this award.
- 12.1.4. _____ Vendor awarded this job shall be exclusively responsible for procuring and supplying the trees necessary to complete the job, and for compensating any supplier (e.g., nursery) utilized in the course of completing the job.
- 12.1.5. _____ Quoted unit pricing may vary by variety of tree but shall be the same for that variety of tree for all project jobsites.
- 12.1.6. _____ A City of Franklin Building and Neighborhood Services permit is not required for this project.
- 12.1.7. _____ Plans stamped by a professional engineer are not required for this project.
- 12.1.8. _____ The bidder is responsible for making any measurements necessary to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 12.2. _____ Mandatory pre-bid appointment. See page 1, paragraph 4, above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

12.3. Insurance requirements.

12.3.1. _____ 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 \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate Limits shall apply on a Per Project Basis	Certificate of Insurance shall include the City of Franklin as <u>Additional Insured with attachment of the Additional Insured endorsement</u>
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Installation Floater	Total insurable property value of installation and materials for value of bid	Certificate of Insurance shall include the City of Franklin as Loss Payee

12.3.2. _____ 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.

12.3.3. _____ 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.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

12.3.4. _____ 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.

12.4. _____ Delivery of trees.

12.4.1. _____ Bidder specifically acknowledges and accepts City’s standard delivery terms as expressed under “General terms and conditions” above.

12.4.2. _____ Successful bidder shall include unloading or offloading and deposit of the trees at each of the jobsites specified below.

12.4.3. _____ Successful bidder shall provide any labor and equipment necessary to unload or offload the trees in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the trees, (c) that does not involve City personnel, and (d) without the need for a loading dock.

12.4.4. _____ Delivery of trees shall be made only during the following hours: 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City of Franklin.

12.5. _____ Completion of project. Planting shall be completed within 60 calendar days of receipt of order or by February 1, 2015, whichever is later. Vendor shall indicate on the Bid Submittal Form the estimated time of completion of project, measured in number of calendar days after receipt of order.

12.6. _____ Varieties of trees to be planted. The varieties of trees to be planted are listed below in the specification for estimated quantities of trees to be planted.

12.7. _____ Size of trees to be planted. All trees to be planted shall have a minimum caliper of two (2) inches measured at six (6) inches above root flare.

12.8. _____ Jobsite and planting locations; soil and subsurface conditions.

12.8.1. _____ The trees shall be planted at the following jobsites:

Project jobsite no.:	1	2	3
Project jobsite name:	Eastern Flank Battlefield Park	Ft. Granger	Pinkerton Park
Project jobsite address:	1343 Carnton Lane Franklin, TN 37064	105 Ft. Granger Dr. Franklin, TN 37064	405 Murfreesboro Rd. Franklin, TN 37064

12.8.2. _____ Individual planting locations at each jobsite shall be identified during the mandatory pre-bid appointment referenced above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

12.8.3. _____ Soil and subsurface conditions at each individual planting location are unknown. Potential bidders are advised that rocky or otherwise adverse soil conditions may be present. Depending upon conditions, individual planting locations may be adjusted by the City Arborist.

12.9. _____ Estimated quantities of trees to be planted.

12.9.1. _____ The exact quantities of trees to be planted pursuant to this procurement solicitation shall be determined by the City after the bids have been submitted. Subject to budgetary constraints, the City intends to plant the quantity of trees indicated below, in approximately the proportions implied by the quantities indicated below.

12.9.2. _____ The City estimates that the following quantities of trees may be planted pursuant to this procurement solicitation, by location and variety:

Variety		Estimated quantities for Project Jobsite No. ...			Total estimated quantities for all jobsites
		1	2	3	
No.	Name	(Eastern Flank Battlefield Park)	(Ft. Granger)	(Pinkerton Park)	
1	Eastern Red Cedar	6	24	0	30
2	Dogwood	0	0	3	3
3	Forrest Pansy Redbud	0	0	3	3
4	Blackgum	18	0	1	19
5	Northern Red Oak	20	0	1	21
6	Southern Red Oak	20	0	1	21
7	Shumard Oak	23	0	0	23
8	White Oak	20	0	0	20
9	Sassafras	17	0	0	17
10	Sugar Maple	10	0	0	10
11	Red Maple	10	0	0	10
12	Shellbark Hickory	17	0	0	17
13	Chinkapin Oak	4	0	0	4
Estimated Grand Totals:		165	24	9	198

12.9.3. _____ The estimated quantity for each tree variety indicated above represents the approximate number of trees that the Parks Department anticipates planting pursuant to this procurement solicitation. **These numbers are estimates only and do not represent a guaranteed minimum or maximum.**

12.9.4. _____ For purposes of bid evaluation, the City will use the estimated quantities indicated above to determine the total value of each bid.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.10.** Minimum requirements of the successful bidder.
- 12.10.1.** _____ Successful bidder shall be experienced in projects of this scope.
- 12.10.2.** _____ Successful bidder shall specialize in landscaping work.
- 12.11.** Reference standards. For any and all work performed pursuant to this procurement solicitation, successful bidder shall agree to use, adhere to and abide by the following standards:
- 12.11.1.** _____ International Society of Arboriculture.
- 12.11.2.** _____ American National Standards Institute's ANSI Z60.1 for nursery stock.
- 12.11.3.** _____ American National Standards Institute's ANSI A300 for tree care operations.
- 12.11.4.** _____ Current best practices for the tree planting industry.
- 12.12.** Responsibilities of the successful bidder. For any and all work performed pursuant to this procurement solicitation, successful bidder shall furnish all labor, materials and means necessary to supply and deliver to the City of Franklin and plant the specified variety, size and quantity of trees at the specified locations, and otherwise be responsible for the following:
- 12.12.1.** _____ Requesting all underground utility and irrigation locates wherever and as necessary, including but not limited to any underground utilities owned and maintained by the City of Franklin as well as any underground utilities owned and maintained by agencies separate and apart from the City of Franklin.
- 12.12.2.** _____ Excavation of pits for the specified trees.
- 12.12.3.** _____ Furnishing and planting the specified trees, as follows:
- 12.12.3.1.** _____ Furnish and plant trees at locations specified by the City Arborist.
- 12.12.3.2.** _____ Trees shall be nursery grown under climactic conditions similar to those of the locality of the project.
- 12.12.3.3.** _____ Trees shall conform to the variety and sizes indicated.
- 12.12.3.4.** _____ Trees shall conform also to the indicated standard of size, culture, and quality for the highest grades and standards as adopted by ANSI A300 and ANSI Z60.1.
- 12.12.3.5.** _____ Trees shall be freshly dug. No heeled-in trees or trees from cold storage shall be used.
- 12.12.3.6.** _____ All trees shall be typical of their species or variety and shall have a normal habit of growth.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.12.3.7. _____ Trees shall be sound, healthy and vigorous; well-branched and densely foliated when in leaf; shall be free of disease, insects, pests, eggs, larvae, fungus and bacteria; and shall have healthy, well-developed root systems. No scaring, broken limbs or any damage shall be visible on any tree. No pruning of any kind is to be done by the successful bidder.
- 12.12.3.8. _____ All parts of the tree shall be moist and shall show active green cambium when cut.
- 12.12.3.9. _____ All trees shall have strong central leaders. The trunk of each tree shall be a single trunk growing from a single unmutilated crown of roots. No part of the trunk shall be conspicuously crooked as compared with normal trees of the same variety. The trunk shall be free from sun-scald, frost cracks, or wounds resulting from abrasions, fire, or other causes. No pruning wounds shall be present having a diameter of more than two (2) inches, and such wounds must show vigorous bark on all edges.
- 12.12.4. _____ Supplying the following accessory materials:
- 12.12.4.1. _____ Stakes, to be used as necessary for supporting trees. Stakes shall be of sound wood, uniform in size, reasonably free of knots and capable of standing in the ground at least two (2) years. Stakes shall be treated with a non-toxic preservative stain with a rich dark brown color. A sample shall be provided by the successful bidder for approval by the City Arborist. Stakes shall be what is commonly referred to as a 2x4 and shall be not less than eight (8) feet in length.
- 12.12.4.2. _____ Wire, to be used for tree staking, and to be Double No. 10 gauge galvanized soft steel wire, twisted.
- 12.12.4.3. _____ Hose, to encase wire for tree staking, and to be two-ply fiber-bearing black rubber garden hose, not less than one-half-inch inside diameter and a minimum of eight (8) inches in length.
- 12.12.5. _____ Supplying and spreading shredded hardwood mulch free of insects and fungus.
- 12.12.6. _____ Irrigate the trees, at the discretion of the successful bidder and in accordance with current best practices for the tree planting industry, upon planting and during the maintenance and guarantee period. Please note:
- 12.12.6.1. _____ At the discretion of the successful bidder, water may be supplied by the successful bidder. Any water supplied by the successful bidder shall be suitable for irrigation and free from ingredients harmful to plant life. The successful bidder's cost of supplying and transporting any water shall be borne by the successful bidder.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.12.6.2. _____ Water may be provided by the City upon request of the successful bidder. Any water supplied by the City shall be at a location designated by the City and may or may not be in close proximity to each planted tree. The City's cost of supplying any water shall be borne by the City. The successful bidder's cost of transporting any City-supplied water to the location of the individual trees shall be borne by the successful bidder.
- 12.12.6.3. _____ Regardless of water source, successful bidder shall provide labor, hose and other watering equipment required to irrigate the trees.
- 12.12.6.4. _____ Planted trees must be flooded with water twice within the first 24 hours of the time of planting, and not less than twice per week until provisional acceptance.
- 12.12.7. _____ Prior to provisional acceptance, remove from the jobsite and properly dispose of any excess soil and all job-related debris, and repair any damage resulting from planting operations, any fees for which disposal are to be borne by the successful bidder.
- 12.12.8. _____ Perform its duties in a workmanlike manner.
- 12.12.9. _____ Provide maintenance and a guarantee for a period to commence immediately upon provisional acceptance of the entire batch of the trees supplied and planted pursuant to this procurement and to terminate twelve (12) months after such provisional acceptance, as follows:
- 12.12.9.1. _____ Trees shall be watered, mulched, weeded, sprayed, fertilized, cultivated and otherwise maintained and protected during the maintenance and guarantee period.
- 12.12.9.2. _____ Trees that have settled during the maintenance and guarantee period shall be re-set to proper grade and position, planting saucer restored and dead material removed.
- 12.12.9.3. _____ Guys shall be tightened and repaired as necessary during the maintenance and guarantee period.
- 12.12.9.4. _____ Defective work discovered during the maintenance and guarantee period shall be corrected as soon as possible after it becomes apparent and as weather and season permit.
- 12.12.9.5. _____ At any time prior to the end of the maintenance and guarantee period, any tree that is missing, dead, not true to name or size as specified, or not in satisfactory growth, as determined by the City Arborist, shall, upon notice issued by the City prior to the end of said period, be replaced by the successful bidder at no additional charge to the City. The determination of the City Arborist shall be final.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.12.9.6.** _____ Successful bidder shall guarantee any replacement trees for at least twelve (12) months after planting.
- 12.12.9.7.** _____ Any replacement trees shall be of the same kind and size as specified, and shall be furnished and planted as specified. Unless in the case of vandalism as determined by the City Arborist, replacement trees shall be furnished and planted at no additional charge to the City.
- 12.13.** _____ Responsibilities of the City. The City shall be responsible for the following tasks:
- 12.13.1.** _____ Providing, upon request of the successful bidder, water for the successful bidder to irrigate the trees upon planting and during the maintenance and guarantee period. Any water supplied by the City shall be at a location designated by the City and may or may not be in close proximity to each planted tree. The City's cost of supplying any water shall be borne by the City. The successful bidder's cost of transporting any City-supplied water to the location of the individual trees shall be borne by the successful bidder.
- 12.14.** _____ Miscellaneous other provisions.
- 12.14.1.** _____ Unless specifically requested by the City for a particular tree maintenance job awarded pursuant to this procurement solicitation, work shall be performed only during the following hours: 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City of Franklin.
- 12.14.2.** _____ The selection of all materials and the execution of all work required pursuant to these specifications shall be subject to the approval of the City Arborist.
- 12.14.3.** _____ Inspection of trees:
- 12.14.3.1.** _____ Trees shall, at the discretion of the City Arborist, be subject to inspection and approval by the City Arborist at the nursery. Such inspection shall determine conformity to specified requirements as to quality, size and variety, and shall determine that the trees are free of injury, insect infestation and improper pruning. Any such approval shall not impair the right of inspection and rejection during the progress of the work. If such an inspection is requested, then it shall be conducted at a time mutually acceptable to the successful bidder and the City Arborist, and an authorized representative of the successful bidder and the City Arborist shall be present.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.14.3.2. _____ Trees shall be subject to inspection and approval by the City Arborist upon delivery and before planting. Such inspection shall determine conformity to specified requirements as to quality, size and variety, and shall determine that the trees are free of injury, insect infestation and improper pruning. Any such approval shall not impair the right of inspection and rejection during the progress of the work.
- 12.14.3.3. _____ Trees shall be accompanied by State Nursery inspection certificates.
- 12.14.3.4. _____ Upon completion of planting of all trees and upon the documented request of the successful bidder, trees and all work shall be subject to inspection and approval by the City Arborist for provisional acceptance. After any necessary corrective work has been completed by the successful bidder to the satisfaction of the City Arborist, then the City Arborist shall certify in writing the provisional acceptance of the trees and the work. Any such approval shall not impair the right of inspection and rejection during the maintenance and guarantee period.
- 12.14.3.5. _____ At the end of the maintenance and guarantee period and upon the documented request of the successful bidder, inspection will be made by the City Arborist. After any necessary corrective work has been completed by the successful bidder to the satisfaction of the City Arborist, then the City Arborist shall certify in writing the final acceptance of the trees and the work.
- 12.14.4. Digging, handling and protection of trees:
- 12.14.4.1. _____ Trees shall be dug with firm natural balls of earth, of sufficient diameter and depth to include most of the fibrous roots and conforming to the standards of ANSI Z60.1. No plants will be accepted with plastic burlap or if the ball is cracked or broken except upon special approval of the City Arborist.
- 12.14.4.2. _____ Tree roots and balls shall be adequately protected at all times from sun and from drying winds.
- 12.14.4.3. _____ Trees which cannot be planted immediately upon delivery shall be set on the ground and be well protected with soil, wet moss, bark mulch, or other acceptable material supplied by the successful bidder at no additional charge to the City.
- 12.14.4.4. _____ No plant shall be bound with wire or rope at any time so as to damage the bark or break branches.
- 12.14.5. Planting operations:
- 12.14.5.1. _____ The successful bidder shall be responsible for proper planting hole preparation.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.14.5.2. _____ Planting shall be done by experienced workers who are familiar with planting procedures under the supervision of a qualified foreman.
- 12.14.5.3. _____ Successful bidder shall notify City Arborist and/or Landscape Crew Chief 48 hours prior to commencing planting operations.
- 12.14.5.4. _____ Successful bidder shall stake out the locations of the tree pits, and shall obtain the City Arborist's approval before excavating said tree pits.
- 12.14.5.5. _____ All tree pits shall be excavated with vertical sides.
- 12.14.5.6. _____ Tree pits shall be at least two (2) feet greater in diameter than the root ball of the tree and sufficiently deep to allow root flare to be planted level with existing grade.
- 12.14.5.7. _____ In the event that underground boulders, underground construction work, underground utilities, underground irrigation or other obstructions are encountered in any pit excavation work pursuant to this procurement, one or more alternate locations may be selected by the City Arborist at no additional cost to the City.
- 12.14.5.8. _____ Immediately after planting operations are completed, all tree pits shall be covered with a three (3) inch layer of the specified mulch.
- 12.14.6. _____ The City of Franklin establishes and reserves the exclusive right to cancel an award at any time if, in the opinion of the City Arborist the work is not being done in accordance with standards referenced above, current best practices for the tree planting industry, job site safety standards or these specifications.
- 12.14.7. _____ The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), and shall, at its own expense, repair or replace any damaged property to the satisfaction of the owner of the damaged property.

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.: 2015-010

Vendor's name, street address, and mailing address:	_____ _____ _____ _____																																																																																																
Vendor's contact person's name (printed), title, telephone number and e-mail address:	_____ _____ _____ _____																																																																																																
Does the bidder take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input 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 type="checkbox"/> No, bidder takes no exceptions.																																																																																																
Total quoted bid pricing for tree supply, planting and related contract services, as specified, by variety of tree: (In order to compete for award of this project, bidders must quote pricing for each and every variety of tree listed and for each and every jobsite specified. Quoted unit pricing may vary by variety of tree but shall be the same for that variety of tree for all project jobsites.)																																																																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 20%;">Variety Name</th> <th style="width: 10%;">Total estimated quantities for all jobsites</th> <th colspan="2" style="width: 40%;">Quoted unit pricing by variety, per planted tree, ...</th> <th style="width: 25%;">Extended price by variety (quantity multiplied by sum of two unit prices)</th> </tr> <tr> <td></td> <td></td> <td></td> <th style="width: 15%;">... for supply, delivery and planting, prior to provisional acceptance</th> <th style="width: 25%;">... for services to be rendered during 12-month maintenance and guarantee period</th> <td></td> </tr> </thead> <tbody> <tr><td>1</td><td>Eastern Red Cedar</td><td>30</td><td>\$ _____</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>2</td><td>Dogwood</td><td>3</td><td>\$ _____</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>3</td><td>Forrest Pansy Redbud</td><td>3</td><td>\$ _____</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>4</td><td>Blackgum</td><td>19</td><td>\$ _____</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>5</td><td>Northern Red Oak</td><td>21</td><td>\$ _____</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>6</td><td>Southern Red Oak</td><td>21</td><td>\$ _____</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>7</td><td>Shumard Oak</td><td>23</td><td>\$ _____</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>8</td><td>White Oak</td><td>20</td><td>\$ _____</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>9</td><td>Sassafras</td><td>17</td><td>\$ _____</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>10</td><td>Sugar Maple</td><td>10</td><td>\$ _____</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>11</td><td>Red Maple</td><td>10</td><td>\$ _____</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>12</td><td>Shellbark Hickory</td><td>17</td><td>\$ _____</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>13</td><td>Chinkapin Oak</td><td>4</td><td>\$ _____</td><td>\$ _____</td><td>\$ _____</td></tr> <tr> <td colspan="2" style="text-align: right;">Grand total, based on estimated quantities:</td> <td style="text-align: center;">198</td> <td></td> <td></td> <td>\$ _____</td> </tr> </tbody> </table>	No.	Variety Name	Total estimated quantities for all jobsites	Quoted unit pricing by variety, per planted tree, ...		Extended price by variety (quantity multiplied by sum of two unit prices)				... for supply, delivery and planting, prior to provisional acceptance	... for services to be rendered during 12-month maintenance and guarantee period		1	Eastern Red Cedar	30	\$ _____	\$ _____	\$ _____	2	Dogwood	3	\$ _____	\$ _____	\$ _____	3	Forrest Pansy Redbud	3	\$ _____	\$ _____	\$ _____	4	Blackgum	19	\$ _____	\$ _____	\$ _____	5	Northern Red Oak	21	\$ _____	\$ _____	\$ _____	6	Southern Red Oak	21	\$ _____	\$ _____	\$ _____	7	Shumard Oak	23	\$ _____	\$ _____	\$ _____	8	White Oak	20	\$ _____	\$ _____	\$ _____	9	Sassafras	17	\$ _____	\$ _____	\$ _____	10	Sugar Maple	10	\$ _____	\$ _____	\$ _____	11	Red Maple	10	\$ _____	\$ _____	\$ _____	12	Shellbark Hickory	17	\$ _____	\$ _____	\$ _____	13	Chinkapin Oak	4	\$ _____	\$ _____	\$ _____	Grand total, based on estimated quantities:		198			\$ _____	<input type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: __.
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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 type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: __.																																																																																																

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.: 2015-010

Vendor's name:	_____
Estimated time of completion of project (not more than sixty (60) calendar days after receipt of order):	_____ days after receipt of order.
Last date (no sooner than November 30, 2014) that bid and associated pricing is valid and may be accepted by the City:	_____
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
Are the following included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none"> • Detailed vendor-supplied description of bid goods and services; • 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 five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full. 	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include the documents indicated.
Receipt acknowledged of any and all issued addenda to this solicitation:	<input type="checkbox"/> Addendum No. _____ received. <input type="checkbox"/> Addenda Nos. _____ received. <input type="checkbox"/> No addenda received.
Signature of bidder's authorized representative: I have received 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.	<div style="text-align: center;"> _____ (signature) </div>
Title of bidder's authorized representative:	_____
Date of signature:	_____

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 _____)
) SS
County of _____)

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

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

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

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

(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public) My Commission Expires: _____

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-____)

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

State of _____)
) SS
 County of _____)

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

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

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. 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) (title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_____

 (Notary Public) My Commission Expires: _____

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

State of _____)
) SS
County of _____)

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

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. 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)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_____

(Notary Public)

My Commission Expires: _____

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 Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

In the case of Vendor:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015 - _____

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions 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 any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.

17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

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

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

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

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

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

(signature of person whose printed name appears above)

(title of person whose printed name appears above)

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20__ - ____)

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

1. CITY issued (a) on ____ __, 20__ Purchasing Office Solicitation No. 20__-__, a procurement solicitation for bids for _____, and (b) on ____ __, 20__ Addendum No. __ to Purchasing Office Solicitation No. 20__-__ (collectively, “SOLICITATION”), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid/proposal dated ____ __, 20__ (“SUBMITTAL”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) 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.
4. If and when insurance coverage documented by Certificate(s) of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate(s) of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or 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.
6. VENDOR 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.
7. VENDOR has now also submitted CITY’s Indemnification Agreement, executed for VENDOR, 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. 20__ - ____)

8. CITY awarded on _____, 20__ and now desires to retain **VENDOR** to _____, pursuant to SOLICITATION, SUBMITTAL and tabulation, as prepared by CITY, of bids received in response to SOLICITATION, a copy of which tabulation is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.

[OR]

9. CITY awarded on _____, 20__ and now desires to retain **VENDOR** to _____, pursuant to SOLICITATION and SUBMITTAL, and as follows:

Item No.	Description	Quantity	Unit Price	Extended Price	Invoice Due and Payable
1					upon delivery/completion, net 30 days from date of delivery/completion or date of invoice, whichever is later
2					upon delivery/completion, net 30 days from date of final delivery/completion or date of invoice, whichever is later
Total:	All specified materials and services				

10. [If applicable:] The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and **VENDOR** may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if **VENDOR** chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and **VENDOR** each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.

11. In the event of a conflict between CITY's SOLICITATION and **VENDOR**'s SUBMITTAL, CITY's SOLICITATION shall supersede any conflicting terms and conditions within **VENDOR**'s SUBMITTAL, except for any exceptions identified by **VENDOR** in its SUBMITTAL and accepted at the time of award by CITY.

[OR]

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20__ - ____)

12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor

Approved as to Form:

Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____ - _____)

Attachment No. 1

SOLICITATION

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____ - _____)

Attachment No. 2

SUBMITTAL

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____ - _____)

Attachment No. 3

Certificate(s) of Insurance

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____ - _____)

Attachment No. 4

Indemnification Agreement

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____ - _____)

Attachment No. 5

Tabulation of bids received

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2014-0262)

Attachment No. 2

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.: 2015-010

Vendor's name, street address, and mailing address:	Justin Steller <hr/> P.O. Box 565 <hr/> Franklin, TN 37065 <hr/>
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Justin Steller, Owner <hr/> (615) 596-1696 <hr/> justinsteller@gmail.com <hr/>
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 bid pricing for tree supply, planting and related contract services, as specified, by variety of tree:
 (In order to compete for award of this project, bidders must quote pricing for each and every variety of tree listed and for each and every jobsite specified. Quoted unit pricing may vary by variety of tree but shall be the same for that variety of tree for all project jobsites.)

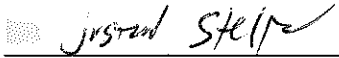
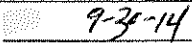
Variety		Total estimated quantities for all jobsites	Quoted unit pricing by variety, per planted tree, ...		Extended price by variety (quantity multiplied by sum of two unit prices)
No.	Name		... for supply, delivery and planting, prior to provisional acceptance	... for services to be rendered during 12-month maintenance and guarantee period	
1	Eastern Red Cedar	30	\$ 132.20	\$ 23.80	\$ 4,680.00
2	Dogwood	3	\$ 158.42	\$ 23.80	\$ 546.66
3	Forrest Pansy Redbud	3	\$ 158.42	\$ 23.80	\$ 546.66
4	Blackgum	19	\$ 184.64	\$ 23.80	\$ 3,960.36
5	Northern Red Oak	21	\$ 184.64	\$ 23.80	\$ 4,377.24
6	Southern Red Oak	21	\$ 184.64	\$ 23.80	\$ 4,377.24
7	Shumard Oak	23	\$ 171.53	\$ 23.80	\$ 4,492.59
8	White Oak	20	\$ 184.64	\$ 23.80	\$ 4,168.80
9	Sassafras	17	\$ 210.86	\$ 23.80	\$ 3,989.22
10	Sugar Maple	10	\$ 171.53	\$ 23.80	\$ 1,953.30
11	Red Maple	10	\$ 178.08	\$ 23.80	\$ 2,018.80
12	Shellbark Hickory	17	\$ 243.63	\$ 23.80	\$ 4,546.38
13	Chinkapin Oak	4	\$ 178.08	\$ 23.80	\$ 807.52
Grand total, based on estimated quantities:		198			\$ 40,464.77

Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: ____
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: ____

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.: 2015-010

Vendor's name:	Justin Stetter
Estimated time of completion of project (not more than sixty (60) calendar days after receipt of order):	45 _____ days after receipt of order.
Last date (no sooner than November 30, 2014) that bid and associated pricing is valid and may be accepted by the City:	December 31, 2014
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
Are the following included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none"> Detailed vendor-supplied description of bid goods and services; 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 five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full. 	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include the documents indicated.
Receipt acknowledged of any and all issued addenda to this solicitation:	<input type="checkbox"/> Addendum No. _____ received. <input type="checkbox"/> Addenda Nos. _____ received. <input type="checkbox"/> No addenda received.
Signature of bidder's authorized representative: I have received 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 signature:	 _____

Detailed Description of Bid Products & Services

The bid amount of \$40,464.77 includes the following:

Adding City of Franklin to Insurance Policies - \$50.00

Purchase of Trees & Delivery - \$20,860.00

- 30 Juniperus virginiana (Eastern Red Cedar) – 2 inch caliper
- 3 Cornus (Dogwood) – 2 inch caliper
- 3 Cercis Canadensis ‘Forest Pansy’ (‘Forest Pansy’ Redbud) – 2 inch caliper
- 19 Nyssa sylvatica (Blackgum) – 2 inch caliper
- 21 Quercus rubra (Northern Red Oak) – 2 inch caliper
- 21 Southern Red Oak – 2 inch caliper
- 23 Quercus shumardii (Shumard Oak) – 2 inch caliper
- 20 Quercus falcate (White Oak) – 2 inch caliper
- 17 Sassafras albidum (Sassafras) – 2 inch caliper
- 10 Acer saccharum (Sugar Maple) – 2 inch caliper
- 10 Acer rubrum (Red Maple) – 2 inch caliper
- 17 Carya laciniosa (Shellbark Hickory) – 2 inch caliper
- 4 Quercus muehlenbergii (Chinkapin Oak) – 2 inch caliper

Planting, Fertilizing, Mulching with shredded hardwood mulch - \$14,842.37

Maintenance for 1 year to include watering, mulching, weeding, spraying, fertilizing and cultivating - \$4,712.40

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

1. Solicitation identified: These specifications apply to the following procurement:
tree supply, planting and related contract services
Purchasing Office Solicitation No.: 2015-010
2. Notice to Bidders publication date: **September 4, 2014**
3. Solicitation release date: **September 4, 2014**
4. Deadline for mandatory* pre-bid appointment: **September 23, 2014, 2:00 p.m. Central Time, to be conducted at each of the job sites**

***PLEASE NOTE:** All bidders are **required** to schedule and attend a mandatory pre-bid appointment. The pre-bid appointment shall be attended by an authorized representative of the bidder and City Arborist Todd Snackenbergh of the Franklin Parks Department or his designated representative. To make an appointment, please contact the Franklin Parks Department at 615/794-2103. Pre-bid appointments must be conducted in person and at the jobsites, and must be conducted and completed before the deadline for the pre-bid appointment listed above.
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **September 24, 2014, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **September 30, 2014, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **October 10, 2014**
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: **October 28, 2014**
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 supply and deliver to the City of Franklin and plant and maintain at specified locations the specified variety of trees, with final quantities of each variety and at each location to be determined subject to budgetary constraints. See the accompanying Instructions for Bidders for additional information and instructions.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

10. Exceptions:

- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
- b. Any deviation or variance from the City's specifications shall be identified by the bidder as an exception.
- c. Any exception 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 in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Bidders are required to indicate in that document exactly how such exception does not meet the City's specifications by identifying exactly how the good or service as bid differs from the City's specifications. Bidders shall also advise as to whether and why such exception should be judged by the City to meet or exceed the City's intention as expressed and implied by the City's specifications. Any and all exceptions to the City's specifications which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the City's specifications shall be considered by the City as a factor in the award selection criteria.

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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

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

12. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid goods, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Bidders are required to list and describe any and all such exceptions in a separate document to be prepared by the bidder, referencing the subsection number, and to indicate in that document exactly how such exceptions do not meet specifications, and why such exceptions should be judged by the City to meet or exceed the performance expectations expressed and implied by the specifications.
- 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 Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.1. C General.
- 12.1.1. C The purpose of this procurement, in an effort to enhance the aesthetic value and overall appearance of the City of Franklin, is for the successful bidder (that is, the vendor who is recommended be awarded the purchase) to furnish all labor, materials and means necessary to supply and deliver to the City of Franklin and plant and maintain at certain jobsites a certain variety of trees, all as specified below, with final quantities of each variety and at each location to be determined subject to budgetary constraints.
- 12.1.2. C The City intends to award this project to a single bidder for all specified tree varieties and all specified project jobsites. In order to compete for award of this project, bidders must quote pricing for each and every variety of tree specified below and for each and every jobsite specified below.
- 12.1.3. C Quoted pricing shall be all-inclusive for supply, delivery, planting and maintenance, as specified below, of all specified tree varieties and specified project jobsites, and shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to complete the project. City hereby specifically rejects any other fee or other surcharge for this award.
- 12.1.4. C Vendor awarded this job shall be exclusively responsible for procuring and supplying the trees necessary to complete the job, and for compensating any supplier (e.g., nursery) utilized in the course of completing the job.
- 12.1.5. C Quoted unit pricing may vary by variety of tree but shall be the same for that variety of tree for all project jobsites.
- 12.1.6. C A City of Franklin Building and Neighborhood Services permit is not required for this project.
- 12.1.7. C Plans stamped by a professional engineer are not required for this project.
- 12.1.8. C The bidder is responsible for making any measurements necessary to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 12.2. C Mandatory pre-bid appointment. See page 1, paragraph 4, above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

12.3. Insurance requirements.

12.3.1. 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 \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate Limits shall apply on a Per Project Basis	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Installation Floater	Total insurable property value of installation and materials for value of bid	Certificate of Insurance shall include the City of Franklin as Loss Payee

12.3.2. 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.

12.3.3. 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.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

12.3.4. 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.

12.4. C Delivery of trees.

12.4.1. Bidder specifically acknowledges and accepts City’s standard delivery terms as expressed under “General terms and conditions” above.

12.4.2. Successful bidder shall include unloading or offloading and deposit of the trees at each of the jobsites specified below.

12.4.3. Successful bidder shall provide any labor and equipment necessary to unload or offload the trees in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the trees, (c) that does not involve City personnel, and (d) without the need for a loading dock.

12.4.4. Delivery of trees shall be made only during the following hours: 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City of Franklin.

12.5. C Completion of project. Planting shall be completed within 60 calendar days of receipt of order or by February 1, 2015, whichever is later. Vendor shall indicate on the Bid Submittal Form the estimated time of completion of project, measured in number of calendar days after receipt of order.

12.6. C Varieties of trees to be planted. The varieties of trees to be planted are listed below in the specification for estimated quantities of trees to be planted.

12.7. C Size of trees to be planted. All trees to be planted shall have a minimum caliper of two (2) inches measured at six (6) inches above root flare.

12.8. C Jobsite and planting locations; soil and subsurface conditions.

12.8.1. The trees shall be planted at the following jobsites:

Project jobsite no.:	1	2	3
Project jobsite name:	Eastern Flank Battlefield Park	Ft. Granger	Pinkerton Park
Project jobsite address:	1343 Carnton Lane Franklin, TN 37064	105 Ft. Granger Dr. Franklin, TN 37064	405 Murfreesboro Rd. Franklin, TN 37064

12.8.2. C Individual planting locations at each jobsite shall be identified during the mandatory pre-bid appointment referenced above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

12.8.3. C Soil and subsurface conditions at each individual planting location are unknown. Potential bidders are advised that rocky or otherwise adverse soil conditions may be present. Depending upon conditions, individual planting locations may be adjusted by the City Arborist.

12.9. C Estimated quantities of trees to be planted.

12.9.1. C The exact quantities of trees to be planted pursuant to this procurement solicitation shall be determined by the City after the bids have been submitted. Subject to budgetary constraints, the City intends to plant the quantity of trees indicated below, in approximately the proportions implied by the quantities indicated below.

12.9.2. C The City estimates that the following quantities of trees may be planted pursuant to this procurement solicitation, by location and variety:

Variety		Estimated quantities for Project Jobsite No. ...			Total estimated quantities for all jobsites
		1	2	3	
No.	Name	(Eastern Flank Battlefield Park)	(Ft. Granger)	(Pinkerton Park)	
1	Eastern Red Cedar	6	24	0	30
2	Dogwood	0	0	3	3
3	Forrest Pansy Redbud	0	0	3	3
4	Blackgum	18	0	1	19
5	Northern Red Oak	20	0	1	21
6	Southern Red Oak	20	0	1	21
7	Shumard Oak	23	0	0	23
8	White Oak	20	0	0	20
9	Sassafras	17	0	0	17
10	Sugar Maple	10	0	0	10
11	Red Maple	10	0	0	10
12	Shellbark Hickory	17	0	0	17
13	Chinkapin Oak	4	0	0	4
Estimated Grand Totals:		165	24	9	198

12.9.3. C The estimated quantity for each tree variety indicated above represents the approximate number of trees that the Parks Department anticipates planting pursuant to this procurement solicitation. **These numbers are estimates only and do not represent a guaranteed minimum or maximum.**

12.9.4. C For purposes of bid evaluation, the City will use the estimated quantities indicated above to determine the total value of each bid.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.10. Minimum requirements of the successful bidder.
- 12.10.1. C Successful bidder shall be experienced in projects of this scope.
- 12.10.2. C Successful bidder shall specialize in landscaping work.
- 12.11. Reference standards. For any and all work performed pursuant to this procurement solicitation, successful bidder shall agree to use, adhere to and abide by the following standards:
- 12.11.1. C International Society of Arboriculture.
- 12.11.2. C American National Standards Institute's ANSI Z60.1 for nursery stock.
- 12.11.3. C American National Standards Institute's ANSI A300 for tree care operations.
- 12.11.4. C Current best practices for the tree planting industry.
- 12.12. Responsibilities of the successful bidder. For any and all work performed pursuant to this procurement solicitation, successful bidder shall furnish all labor, materials and means necessary to supply and deliver to the City of Franklin and plant the specified variety, size and quantity of trees at the specified locations, and otherwise be responsible for the following:
- 12.12.1. C Requesting all underground utility and irrigation locates wherever and as necessary, including but not limited to any underground utilities owned and maintained by the City of Franklin as well as any underground utilities owned and maintained by agencies separate and apart from the City of Franklin.
- 12.12.2. C Excavation of pits for the specified trees.
- 12.12.3. C Furnishing and planting the specified trees, as follows:
- 12.12.3.1. C Furnish and plant trees at locations specified by the City Arborist.
- 12.12.3.2. C Trees shall be nursery grown under climactic conditions similar to those of the locality of the project.
- 12.12.3.3. C Trees shall conform to the variety and sizes indicated.
- 12.12.3.4. C Trees shall conform also to the indicated standard of size, culture, and quality for the highest grades and standards as adopted by ANSI A300 and ANSI Z60.1.
- 12.12.3.5. C Trees shall be freshly dug. No heeled-in trees or trees from cold storage shall be used.
- 12.12.3.6. C All trees shall be typical of their species or variety and shall have a normal habit of growth.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.12.3.7. C Trees shall be sound, healthy and vigorous; well-branched and densely foliated when in leaf; shall be free of disease, insects, pests, eggs, larvae, fungus and bacteria; and shall have healthy, well-developed root systems. No scaring, broken limbs or any damage shall be visible on any tree. No pruning of any kind is to be done by the successful bidder.
- 12.12.3.8. C All parts of the tree shall be moist and shall show active green cambium when cut.
- 12.12.3.9. C All trees shall have strong central leaders. The trunk of each tree shall be a single trunk growing from a single unmutilated crown of roots. No part of the trunk shall be conspicuously crooked as compared with normal trees of the same variety. The trunk shall be free from sun-scald, frost cracks, or wounds resulting from abrasions, fire, or other causes. No pruning wounds shall be present having a diameter of more than two (2) inches, and such wounds must show vigorous bark on all edges.
- 12.12.4. C Supplying the following accessory materials:
- 12.12.4.1. C Stakes, to be used as necessary for supporting trees. Stakes shall be of sound wood, uniform in size, reasonably free of knots and capable of standing in the ground at least two (2) years. Stakes shall be treated with a non-toxic preservative stain with a rich dark brown color. A sample shall be provided by the successful bidder for approval by the City Arborist. Stakes shall be what is commonly referred to as a 2x4 and shall be not less than eight (8) feet in length.
- 12.12.4.2. C Wire, to be used for tree staking, and to be Double No. 10 gauge galvanized soft steel wire, twisted.
- 12.12.4.3. C Hose, to encase wire for tree staking, and to be two-ply fiber-bearing black rubber garden hose, not less than one-half-inch inside diameter and a minimum of eight (8) inches in length.
- 12.12.5. C Supplying and spreading shredded hardwood mulch free of insects and fungus.
- 12.12.6. C Irrigate the trees, at the discretion of the successful bidder and in accordance with current best practices for the tree planting industry, upon planting and during the maintenance and guarantee period. Please note:
- 12.12.6.1. C At the discretion of the successful bidder, water may be supplied by the successful bidder. Any water supplied by the successful bidder shall be suitable for irrigation and free from ingredients harmful to plant life. The successful bidder's cost of supplying and transporting any water shall be borne by the successful bidder.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.12.6.2. C Water may be provided by the City upon request of the successful bidder. Any water supplied by the City shall be at a location designated by the City and may or may not be in close proximity to each planted tree. The City's cost of supplying any water shall be borne by the City. The successful bidder's cost of transporting any City-supplied water to the location of the individual trees shall be borne by the successful bidder.
- 12.12.6.3. C Regardless of water source, successful bidder shall provide labor, hose and other watering equipment required to irrigate the trees.
- 12.12.6.4. C Planted trees must be flooded with water twice within the first 24 hours of the time of planting, and not less than twice per week until provisional acceptance.
- 12.12.7. C Prior to provisional acceptance, remove from the jobsite and properly dispose of any excess soil and all job-related debris, and repair any damage resulting from planting operations, any fees for which disposal are to be borne by the successful bidder.
- 12.12.8. C Perform its duties in a workmanlike manner.
- 12.12.9. C Provide maintenance and a guarantee for a period to commence immediately upon provisional acceptance of the entire batch of the trees supplied and planted pursuant to this procurement and to terminate twelve (12) months after such provisional acceptance, as follows:
- 12.12.9.1. C Trees shall be watered, mulched, weeded, sprayed, fertilized, cultivated and otherwise maintained and protected during the maintenance and guarantee period.
- 12.12.9.2. C Trees that have settled during the maintenance and guarantee period shall be re-set to proper grade and position, planting saucer restored and dead material removed.
- 12.12.9.3. C Guys shall be tightened and repaired as necessary during the maintenance and guarantee period.
- 12.12.9.4. C Defective work discovered during the maintenance and guarantee period shall be corrected as soon as possible after it becomes apparent and as weather and season permit.
- 12.12.9.5. C At any time prior to the end of the maintenance and guarantee period, any tree that is missing, dead, not true to name or size as specified, or not in satisfactory growth, as determined by the City Arborist, shall, upon notice issued by the City prior to the end of said period, be replaced by the successful bidder at no additional charge to the City. The determination of the City Arborist shall be final.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.12.9.6. C Successful bidder shall guarantee any replacement trees for at least twelve (12) months after planting.
- 12.12.9.7. C Any replacement trees shall be of the same kind and size as specified, and shall be furnished and planted as specified. Unless in the case of vandalism as determined by the City Arborist, replacement trees shall be furnished and planted at no additional charge to the City.
- 12.13. Responsibilities of the City. The City shall be responsible for the following tasks:
- 12.13.1. C Providing, upon request of the successful bidder, water for the successful bidder to irrigate the trees upon planting and during the maintenance and guarantee period. Any water supplied by the City shall be at a location designated by the City and may or may not be in close proximity to each planted tree. The City's cost of supplying any water shall be borne by the City. The successful bidder's cost of transporting any City-supplied water to the location of the individual trees shall be borne by the successful bidder.
- 12.14. Miscellaneous other provisions.
- 12.14.1. C Unless specifically requested by the City for a particular tree maintenance job awarded pursuant to this procurement solicitation, work shall be performed only during the following hours: 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City of Franklin.
- 12.14.2. C The selection of all materials and the execution of all work required pursuant to these specifications shall be subject to the approval of the City Arborist.
- 12.14.3. Inspection of trees:
- 12.14.3.1. C Trees shall, at the discretion of the City Arborist, be subject to inspection and approval by the City Arborist at the nursery. Such inspection shall determine conformity to specified requirements as to quality, size and variety, and shall determine that the trees are free of injury, insect infestation and improper pruning. Any such approval shall not impair the right of inspection and rejection during the progress of the work. If such an inspection is requested, then it shall be conducted at a time mutually acceptable to the successful bidder and the City Arborist, and an authorized representative of the successful bidder and the City Arborist shall be present.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.14.3.2. C Trees shall be subject to inspection and approval by the City Arborist upon delivery and before planting. Such inspection shall determine conformity to specified requirements as to quality, size and variety, and shall determine that the trees are free of injury, insect infestation and improper pruning. Any such approval shall not impair the right of inspection and rejection during the progress of the work.
- 12.14.3.3. C Trees shall be accompanied by State Nursery inspection certificates.
- 12.14.3.4. C Upon completion of planting of all trees and upon the documented request of the successful bidder, trees and all work shall be subject to inspection and approval by the City Arborist for provisional acceptance. After any necessary corrective work has been completed by the successful bidder to the satisfaction of the City Arborist, then the City Arborist shall certify in writing the provisional acceptance of the trees and the work. Any such approval shall not impair the right of inspection and rejection during the maintenance and guarantee period.
- 12.14.3.5. C At the end of the maintenance and guarantee period and upon the documented request of the successful bidder, inspection will be made by the City Arborist. After any necessary corrective work has been completed by the successful bidder to the satisfaction of the City Arborist, then the City Arborist shall certify in writing the final acceptance of the trees and the work.
- 12.14.4. Digging, handling and protection of trees:
- 12.14.4.1. C Trees shall be dug with firm natural balls of earth, of sufficient diameter and depth to include most of the fibrous roots and conforming to the standards of ANSI Z60.1. No plants will be accepted with plastic burlap or if the ball is cracked or broken except upon special approval of the City Arborist.
- 12.14.4.2. C Tree roots and balls shall be adequately protected at all times from sun and from drying winds.
- 12.14.4.3. C Trees which cannot be planted immediately upon delivery shall be set on the ground and be well protected with soil, wet moss, bark mulch, or other acceptable material supplied by the successful bidder at no additional charge to the City.
- 12.14.4.4. C No plant shall be bound with wire or rope at any time so as to damage the bark or break branches.
- 12.14.5. Planting operations:
- 12.14.5.1. C The successful bidder shall be responsible for proper planting hole preparation.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.14.5.2. C Planting shall be done by experienced workers who are familiar with planting procedures under the supervision of a qualified foreman.
- 12.14.5.3. C Successful bidder shall notify City Arborist and/or Landscape Crew Chief 48 hours prior to commencing planting operations.
- 12.14.5.4. C Successful bidder shall stake out the locations of the tree pits, and shall obtain the City Arborist's approval before excavating said tree pits.
- 12.14.5.5. C All tree pits shall be excavated with vertical sides.
- 12.14.5.6. C Tree pits shall be at least two (2) feet greater in diameter than the root ball of the tree and sufficiently deep to allow root flare to be planted level with existing grade.
- 12.14.5.7. C In the event that underground boulders, underground construction work, underground utilities, underground irrigation or other obstructions are encountered in any pit excavation work pursuant to this procurement, one or more alternate locations may be selected by the City Arborist at no additional cost to the City.
- 12.14.5.8. C Immediately after planting operations are completed, all tree pits shall be covered with a three (3) inch layer of the specified mulch.
- 12.14.6. C The City of Franklin establishes and reserves the exclusive right to cancel an award at any time if, in the opinion of the City Arborist the work is not being done in accordance with standards referenced above, current best practices for the tree planting industry, job site safety standards or these specifications.
- 12.14.7. C The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), and shall, at its own expense, repair or replace any damaged property to the satisfaction of the owner of the damaged property.

References

Eric Jacobson

Battle of Franklin Trust, Chief Operating Officer

1345 Eastern Flank Circle

Franklin, TN 37064

eric@battleoffranklintrust.org

(615) 794-0903

Description of Work: Planted 8 – 8-10” cal. *Juniperus virginiana* (Eastern Red Cedars), mulching, ongoing maintenance of garden & grounds, Spring 2014

Andre Medeiros

Private Client

460 Truman Road

Franklin, TN 37064

andre_medeiros2001@yahoo.com

(615) 830-2759

Description of Work: Amended soil, planted 3 - 8' 'Doctor Kassab' Hollies, 2 - 'Muskogee' Crape Myrtles, 7 - (10-12') 'Spartan' Junipers, removed debris & watered, June 2014

Camille Schaefer

Private Client

1357 Barkleigh Lane

Franklin, TN 37064

camille_schaefer@yahoo.com

(513) 267-8157

Description of Work: Amended soil, planted 11 - 8' 'Emerald Green' Arborvitaes, removed debris & watered, May 2014

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 Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015_010

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:

Justin Stelter

P.O. Box 565

Franklin, TN 37065

justinstelter@gmail.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions 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 any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions City of Franklin, Tennessee

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

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, Justin Stelter, 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)
Justin Stelter
(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.

Justin Stelter Owner
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this 30th day of September, 2014

Rachel Stampley Expires: 2/18/15
(Notary Public)



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015_010)

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, Justin Stelter, 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)
Justin Stelter,
(legal name of entity submitting bid or proposal)

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

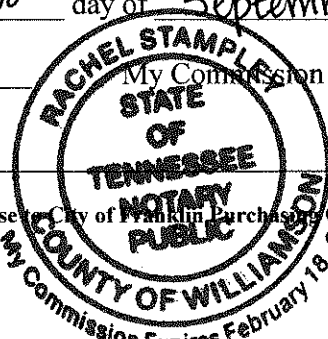
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class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


(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this 30th day of September, 2014


(Notary Public)



My Commission Expires: 2/18/15

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, Justin Stelter, 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)
Justin Stelter,
(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.

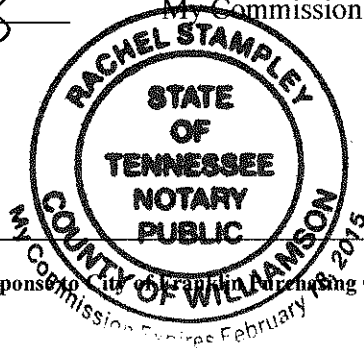
Justin Stelter
(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this 30th day of September, 2014

Rachel Stampley
(Notary Public)

My Commission Expires: 2/18/15



CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2014-0262)

Attachment No. 3

Certificate(s) of Insurance

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2014-0262)

Attachment No. 4

Indemnification Agreement

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

On behalf of Bidder/Proposer, Justin Stelter 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)
Justin Stelter,
(legal name of entity submitting bid or proposal)

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

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


(signature of person whose printed name appears above)

Owner
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015_010)

Form revised 02/25/2005

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2014-0262)

Attachment No. 5

Schedule of quantities by jobsite:

Variety		Actual quantities for Project Jobsite No. ...			Total actual quantities for all jobsites
		1	2	3	
No.	Name	(Eastern Flank Battlefield Park)	(Ft. Granger)	(Pinkerton Park)	
1	Eastern Red Cedar	6	24	0	30
2	Dogwood	0	0	3	3
3	Forrest Pansy Redbud	0	0	3	3
4	Blackgum	18	0	1	19
5	Northern Red Oak	20	0	1	21
6	Southern Red Oak	20	0	1	21
7	Shumard Oak	23	0	0	23
8	White Oak	20	0	0	20
9	Sassafras	17	0	0	17
10	Sugar Maple	10	0	0	10
11	Red Maple	10	0	0	10
12	Shellbark Hickory	17	0	0	17
13	Chinkapin Oak	4	0	0	4
Estimated Grand Totals:		165	24	9	198

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2014-0262)

Attachment No. 6

Schedule of pricing by variety of tree:

No.	Variety	Total quantities at all jobsites	Quoted unit price per planted tree prior to provisional acceptance	Calculated extended pricing prior to provisional acceptance	Quoted unit price per planted tree during year no. 1 of maintenance and guarantee period	Calculated extended pricing during year no. 1 of maintenance and guarantee period	Total value of bid
1	Eastern Red Cedar	30	\$132.20	\$3,966.00	\$23.80	\$714.00	\$4,680.00
2	Dogwood	3	\$158.42	\$475.26	\$23.80	\$71.40	\$546.66
3	Forrest Pansy Redbud	3	\$158.42	\$475.26	\$23.80	\$71.40	\$546.66
4	Blackgum	19	\$184.64	\$3,508.16	\$23.80	\$452.20	\$3,960.36
5	Northern Red Oak	21	\$184.64	\$3,877.44	\$23.80	\$499.80	\$4,377.24
6	Southern Red Oak	21	\$184.64	\$3,877.44	\$23.80	\$499.80	\$4,377.24
7	Shumard Oak	23	\$171.53	\$3,945.19	\$23.80	\$547.40	\$4,492.59
8	White Oak	20	\$184.64	\$3,692.80	\$23.80	\$476.00	\$4,168.80
9	Sassafras	17	\$210.86	\$3,584.62	\$23.80	\$404.60	\$3,989.22
10	Sugar Maple	10	\$171.53	\$1,715.30	\$23.80	\$238.00	\$1,953.30
11	Red Maple	10	\$178.08	\$1,780.80	\$23.80	\$238.00	\$2,018.80
12	Shellbark Hickory	17	\$243.63	\$4,141.71	\$23.80	\$404.60	\$4,546.31
13	Chinkapin Oak	4	\$178.08	\$712.32	\$23.80	\$95.20	\$807.52
	Grand totals:	198		\$35,752.30		\$4,712.40	\$40,464.70