

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0049)

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

1. CITY issued on January 15, 2015 Purchasing Office Solicitation No. 202015-023, a procurement solicitation for bids to remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and to install new pipe bollards to be core-drilled into concrete floor, all at the City’s solid waste transfer station (“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 February 3, 2015 (“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 a Certificate of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
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.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

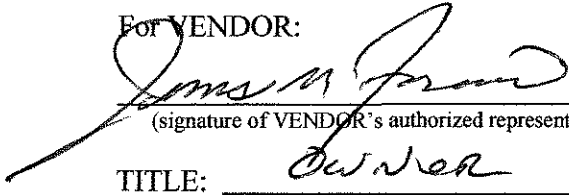
(City of Franklin Contract No. 2015-0049)

- 7. CITY awarded on April 14, 2015 and now desires to retain VENDOR to remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and to install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station, pursuant to SOLICITATION and SUBMITTAL.

- 8. 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:



(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. 2015-0049)

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 February 3, 2015, at which time and location they will be publicly opened, for the following procurement: remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station (Purchasing Office Solicitation No. 2015-023). 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: **January 15, 2015**

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-023

1. Solicitation identified: These instructions apply to the following procurement:
remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station

Purchasing Office Solicitation No.: 2015-023

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 Standard Procurement Terms and Conditions;
 - h. City of Franklin Procurement Agreement form;
 - i. City of Franklin Indemnification Agreement;
 - j. City of Franklin Affidavit of Drug-Free Workplace; and
 - k. for any construction project, the City of Franklin Affidavit of License Certificate.
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 **April 30, 2015** and until the date

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-023

- 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 item has been supplied, delivered and installed, or until the specified service has been provided, to the satisfaction of the City of Franklin.
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. Construction projects:
 - a. If the project for which these Instructions for Bidders have been prepared involves construction by a "contractor" (as the term is defined in the State of Tennessee Contractors Licensing Act of 1994, as amended) and thereby is subject to the provisions of TCA §62-6-101, et. seq., then it is necessary for the bidder to provide evidence of a contractor's license in the appropriate license classification before such bidder's bid may be considered by the City. For the City of Franklin, such evidence shall be a fully executed Affidavit of License Certificate with a photocopy of the bidder's certificate of license attached thereto.
 - b. If the bid is for a construction project and if the bid price is in an amount not less than \$25,000, then the outside of the container(s) shall be labeled by the bidder with the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts.
 11. 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 product(s) and/or service(s);
 - c. City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-023

- 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;
 - j. if bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full; and
 - k. if the bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.
12. 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;
 - b. if the enclosed bid is for a construction project and if the amount of the enclosed bid price is not less than \$25,000, then the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any; and
 - c. the following text:

SEALED BID

**City of Franklin solicitation no.
2015-023 (hand railing and pipe
bollards at solid waste transfer
station)**

**NOT TO BE OPENED EXCEPT AT
BID OPENING February 3, 2015,
2:00 p.m. Central Time**

13. 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.

City of Franklin Instructions for Bidders

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- 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.
14. 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.
15. 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.
16. 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).
17. 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.
18. 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

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-023

- 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).
19. 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.
 20. 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.: 2015-023

21. 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).

22. 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.
23. 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/government/finance-administration/purchasing-office/vendor-protest-procedure>.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

1. Solicitation identified: These specifications apply to the following procurement:
remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station

Purchasing Office Solicitation No.: 2015-023

2. Notice to Bidders publication date: **January 15, 2015**
3. Solicitation release date: **January 15, 2015**
4. Mandatory* Pre-Bid Conference: **January 22, 2015, 2:00 p.m. Central Time, to be conducted at the job site**

*PLEASE NOTE: Potential bidders are **required** to attend the mandatory pre-bid conference. Do not report directly to the City's solid waste transfer station. Instead, park vehicles and check in at:

Sanitation and Environmental Services Department Administrative Offices
City of Franklin Municipal Services Complex
417 Century Court
Franklin, TN 37064

Pre-bid conference will commence at Sanitation and Environmental Services Department Administrative Offices and conclude at the City's solid waste transfer station which is walking distance and on the same campus.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **January 27, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **February 3, 2015, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **February 20, 2015**
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: **March 10, 2015**

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

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 remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station and all as specified below. See the accompanying Instructions for Bidders for additional information and instructions.
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 considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.
11. General terms and conditions:
- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
 - b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
 - c. Delivery terms. As a matter of practice, the City 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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
 - e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
 - f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
 - 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.: 2015-023

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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.1.** **General.**
- 12.1.1.** _____ Project consists of two primary components:
- (a) Remove and replace existing pedestrian-type hand railing, including one access gate, mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, at the City's solid waste transfer station. This component of the project is limited to the outdoor pedestrian-type hand railing mounted on top of the five (5) retaining walls that border the transfer trailer entrance ramp to and exit ramp from the transfer station. This component of the project does not include any other pedestrian-type hand railing at the transfer station such as the hand railing for any of the sets of stairs adjacent to the retaining walls. The purpose of this project component is to guard against pedestrians falling over the top of the retaining walls.
- (b) Install four (4) new pipe bollards to be core-drilled into concrete floor on the exterior side of an existing steel plate and the interior side of a roll-up door for the loading dock at the City's solid waste transfer station. The existing steel plate will need to be removed and reinstalled in order for the bollards to be installed. The purpose of this project component is to support the existing steel plate in the event of the plate being bumped from the interior side of the plate.
- 12.1.2.** _____ Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and any other items required to complete the project.
- 12.1.3.** _____ Jobsite is at the following location:
- Solid Waste Transfer Station
City of Franklin Municipal Services Complex
411 Century Court
Franklin, TN 37064
- 12.1.4.** _____ A City of Franklin permit is not required for this project.
- 12.1.5.** _____ Plans stamped by a professional engineer are not required for this project.
- 12.1.6.** _____ The bidder is responsible for making all measurements required to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 12.1.7.** _____ 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.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.1.8.** _____ Vendor specifically acknowledges and accepts City’s standard delivery terms as expressed under “General terms and conditions” above.
- 12.1.9.** _____ Vendor shall provide any labor and equipment necessary to unload or offload any deliverables 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 deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 12.1.10.** _____ Delivery shall be made between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday except holidays observed by the City.
- 12.1.11.** _____ Guarantee:
- 12.1.11.1.** _____ Bid pricing shall include installer’s guarantee of workmanship, to be for a minimum of one (1) year, for all installed products, equipment and accessories.
- 12.1.11.2.** _____ Bidder shall indicate on the Bid Submittal Form the duration of the installer’s guarantee.
- 12.1.11.3.** _____ Bidder shall supply a description of the installer’s standard guarantee along with the Bid Submittal Form.
- 12.1.12.** _____ Insurance requirements:
- 12.1.12.1.** _____ 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 to 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 for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder 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	Certificate of Insurance shall include the City of Franklin as Loss Payee

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.1.12.2. _____ 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.
- 12.1.12.3. _____ 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.
- 12.1.12.4. _____ 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.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.2.** Project Component A (remove and replace existing pedestrian-type hand railing mounted on top of five (5) loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, at the City's solid waste transfer station).
- 12.2.1.** _____ Remove and properly dispose of existing aluminum railing, posts and base plates mounted on top of five (5) loading area ingress and egress retaining walls.
- 12.2.2.** _____ Install new steel railing and posts to be compliant with current Occupational Safety & Health Administration regulations including, if and as applicable, 1910.23, 1926.501 and 1926.502.
- 12.2.3.** _____ New posts shall be installed into core-drilled holes at top of concrete loading area ingress and egress retaining walls. New posts shall be secured with concrete epoxy suitable for this purpose.
- 12.2.4.** _____ Holes shall be core-drilled at spacing of four foot (4') on center.
- 12.2.5.** _____ Holes shall be core-drilled at depth and diameter suitable for maximum durability of new railing and posts and compliant with current Occupational Safety & Health Administration regulations including, if and as applicable, 1910.23, 1926.501 and 1926.502.
- 12.2.6.** _____ New railing shall be steel 1-1/4" (1-5/8" outside diameter) schedule 40 pipe for top and mid railing.
- 12.2.7.** _____ New posts shall be steel 1-1/4" (1-5/8" outside diameter) schedule 80 newel posts.
- 12.2.8.** Access gates:
- 12.2.8.1.** _____ Access gates shall be installed on top of the driver's side egress retaining wall.
- 12.2.8.2.** _____ Access gates shall include two (2) sides. To open, each side of the access gates shall roll away from center, parallel with railing.
- 12.2.8.3.** _____ Access gates shall be positioned near the mid-point of the retaining wall with actual location to be mutually agreed upon by the successful bidder and the City.
- 12.2.8.4.** _____ Access gates shall be constructed of steel 1-1/4" schedule 40 pipe for top and mid railing.
- 12.2.8.5.** _____ Access gates shall be mounted on a minimum of three (3) four-inch (4") permanently sealed greased bearing casters.
- 12.2.8.6.** _____ Each side of access gates shall be fifteen (15) feet long, for a total possible opening of thirty (30) feet.
- 12.2.8.7.** _____ Access gates shall include a lockable latch for when not in use.
- 12.2.9.** _____ Installed posts, railing and gates shall be painted safety yellow.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.3.** **Project Component B** (install four (4) new pipe bollards to be core-drilled into concrete floor on the exterior side of an existing steel plate and the interior side of a roll-up door for the loading dock at the City's solid waste transfer station).
- 12.3.1.** Remove and properly dispose of four (4) existing pipe bollards and base plates from concrete floor on the exterior side of an existing steel plate and the interior side of a roll-up door for the loading dock.
- 12.3.2.** Remove and set aside existing steel plate on the interior side of a roll-up door for the loading dock.
- 12.3.3.** Install four (4) new pipe bollards, with height of top of installed bollard to match the height of top of existing steel plate (approximately 61").
- 12.3.4.** New pipe bollards shall be installed into core-drilled holes in concrete floor, such holes to be core-drilled in such location as to provide maximum support for and to existing steel plate. New pipe bollards shall be secured with concrete epoxy suitable for this purpose.
- 12.3.5.** Holes shall be core-drilled to depth of at least 24" below top of slab.
- 12.3.6.** Holes shall be core-drilled at diameter and spacing suitable for maximum durability of pipe bollards and steel plate.
- 12.3.7.** Holes shall be core-drilled so as for bollards to be located a distance not more than four inches (4") from the rear of the steel plate after the steel plate is reinstalled.
- 12.3.8.** For each bollard, one (1) 6x6 mill angle shall be spot-welded to both the bollard and the steel plate.
- 12.3.9.** New pipe bollards shall be six inches (6") in diameter and concrete-filled.
- 12.3.10.** Installed pipe bollards, mill angles and any welded attachments, along with reinstalled existing steel plate, all shall be painted safety yellow.
- 12.3.11.** Reinstall existing steel plate on the interior side of a roll-up door for the loading dock.

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.: 2015-023

Vendor's name, street address, and mailing address:	<hr/> <hr/> <hr/> <hr/>						
Vendor's contact person's name (printed), title, telephone number and e-mail address:	<hr/> <hr/> <hr/> <hr/>						
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 supply, delivery and installation of bid goods and services:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border-right: 1px solid black; padding: 5px;">Project Component A (hand railing):</td> <td style="padding: 5px;">\$ _____</td> </tr> <tr> <td style="border-right: 1px solid black; padding: 5px;">Project Component B (pipe bollards):</td> <td style="padding: 5px;">\$ _____</td> </tr> <tr> <td style="border-right: 1px solid black; padding: 5px;">Total Project:</td> <td style="padding: 5px;">\$ _____</td> </tr> </table>	Project Component A (hand railing):	\$ _____	Project Component B (pipe bollards):	\$ _____	Total Project:	\$ _____
Project Component A (hand railing):	\$ _____						
Project Component B (pipe bollards):	\$ _____						
Total Project:	\$ _____						
Duration of the installer's guarantee of workmanship for all installed products, equipment and accessories (for not less than one (1) year):	<hr/>						
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	<input 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 type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____						
Estimated time of completion of project:	_____ days after receipt of order.						
Last date (no sooner than April 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	<hr/>						

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.: 2015-023

Vendor's name:	_____
Construction project – If the bid is for a construction project and if the amount of the bid price is not less than \$25,000, then is the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any, shown on the outside of the bid container prior to it being opened by the City?	<input type="checkbox"/> Yes. <input type="checkbox"/> No.
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 product(s) and/or service(s); • 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; • If bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full; and • If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full. 	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include the documents indicated (NOTE: doing so may cause the City to deem the bid non-responsive).
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-____)

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.

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

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
			Commercial General Liability	
			Automobile Liability	
			Workers Compensation and Employers' Liability	

**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

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. 2015-0049)

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

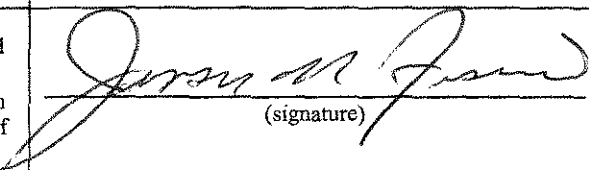
Purchasing Office Solicitation No.: 2015-023

Vendor's name, street address, and mailing address:		<u>Midstate Welding</u> <u>1513 Sunset Dr.</u> <u>Franklin TN</u> <u>37064</u>
Vendor's contact person's name (printed), title, telephone number and e-mail address:		<u>Mike Frasier (owner)</u> <u>595-0771 - Cell# 400-86602</u> <u>frasier5@yahoo.com</u>
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 supply, delivery and installation of bid goods and services:	Project Component A (hand railing):	\$ <u>25,160⁰⁰</u>
	Project Component B (pipe bollards):	\$ <u>2,930⁰⁰</u>
	Total Project:	\$ <u>28,090⁰⁰</u>
Duration of the installer's guarantee of workmanship for all installed products, equipment and accessories (for not less than one (1) year):		<u>1 Yr.</u>
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: _____
Estimated time of completion of project:		<u>60</u> days after receipt of order.
Last date (no sooner than April 30, 2015) that bid and associated pricing is valid and may be accepted by the City:		<u>5/15/2015</u>

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.: 2015-023

Vendor's name: <u>MID- State Welding</u>	<u>615 - 400-8662</u>
Construction project – If the bid is for a construction project and if the amount of the bid price is not less than \$25,000, then is the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any, shown on the outside of the bid container prior to it being opened by the City?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No.
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 product(s) and/or service(s); • 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; • If bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full; and • If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full. 	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include the documents indicated (NOTE: doing so may cause the City to deem the bid non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	<input type="checkbox"/> Addendum No. _____ received. <input type="checkbox"/> Addenda Nos. _____ received. <input checked="" 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:	<u>owner</u>
Date of signature:	<u>2/3/2015</u>

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

1. Solicitation identified: These specifications apply to the following procurement:
remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station

Purchasing Office Solicitation No.: 2015-023

2. Notice to Bidders publication date: **January 15, 2015**
3. Solicitation release date: **January 15, 2015**
4. Mandatory* Pre-Bid Conference: **January 22, 2015, 2:00 p.m. Central Time, to be conducted at the job site**

*PLEASE NOTE: Potential bidders are **required** to attend the mandatory pre-bid conference. Do not report directly to the City's solid waste transfer station. Instead, park vehicles and check in at:

Sanitation and Environmental Services Department Administrative Offices
City of Franklin Municipal Services Complex
417 Century Court
Franklin, TN 37064

Pre-bid conference will commence at Sanitation and Environmental Services Department Administrative Offices and conclude at the City's solid waste transfer station which is walking distance and on the same campus.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **January 27, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **February 3, 2015, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **February 20, 2015**
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: **March 10, 2015**

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

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 remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station and all as specified below. See the accompanying Instructions for Bidders for additional information and instructions.
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 considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.
11. General terms and conditions:
- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
 - b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
 - c. Delivery terms. As a matter of practice, the City 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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.

- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- 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.: 2015-023

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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.1. C General.
- 12.1.1. C Project consists of two primary components:
- (a) Remove and replace existing pedestrian-type hand railing, including one access gate, mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, at the City's solid waste transfer station. This component of the project is limited to the outdoor pedestrian-type hand railing mounted on top of the five (5) retaining walls that border the transfer trailer entrance ramp to and exit ramp from the transfer station. This component of the project does not include any other pedestrian-type hand railing at the transfer station such as the hand railing for any of the sets of stairs adjacent to the retaining walls. The purpose of this project component is to guard against pedestrians falling over the top of the retaining walls.
- (b) Install four (4) new pipe bollards to be core-drilled into concrete floor on the exterior side of an existing steel plate and the interior side of a roll-up door for the loading dock at the City's solid waste transfer station. The existing steel plate will need to be removed and reinstalled in order for the bollards to be installed. The purpose of this project component is to support the existing steel plate in the event of the plate being bumped from the interior side of the plate.
- 12.1.2. C Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and any other items required to complete the project.
- 12.1.3. C Jobsite is at the following location:
- Solid Waste Transfer Station
City of Franklin Municipal Services Complex
411 Century Court
Franklin, TN 37064
- 12.1.4. C A City of Franklin permit is not required for this project.
- 12.1.5. C Plans stamped by a professional engineer are not required for this project.
- 12.1.6. C The bidder is responsible for making all measurements required to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 12.1.7. C 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.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.1.8. C Vendor specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 12.1.9. C Vendor shall provide any labor and equipment necessary to unload or offload any deliverables 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 deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 12.1.10. C Delivery shall be made between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday except holidays observed by the City.
- 12.1.11. Guarantee:
- 12.1.11.1. C Bid pricing shall include installer's guarantee of workmanship, to be for a minimum of one (1) year, for all installed products, equipment and accessories.
- 12.1.11.2. C Bidder shall indicate on the Bid Submittal Form the duration of the installer's guarantee.
- 12.1.11.3. C Bidder shall supply a description of the installer's standard guarantee along with the Bid Submittal Form.
- 12.1.12. Insurance requirements:
- 12.1.12.1. 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 to 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 for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder 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	Certificate of Insurance shall include the City of Franklin as Loss Payee

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.1.12.2. 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.
- 12.1.12.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.
- 12.1.12.4. C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.2. **Project Component A** (remove and replace existing pedestrian-type hand railing mounted on top of five (5) loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, at the City's solid waste transfer station).
- 12.2.1. C Remove and properly dispose of existing aluminum railing, posts and base plates mounted on top of five (5) loading area ingress and egress retaining walls.
- 12.2.2. C Install new steel railing and posts to be compliant with current Occupational Safety & Health Administration regulations including, if and as applicable, 1910.23, 1926.501 and 1926.502.
- 12.2.3. C New posts shall be installed into core-drilled holes at top of concrete loading area ingress and egress retaining walls. New posts shall be secured with concrete epoxy suitable for this purpose.
- 12.2.4. C Holes shall be core-drilled at spacing of four foot (4') on center.
- 12.2.5. C Holes shall be core-drilled at depth and diameter suitable for maximum durability of new railing and posts and compliant with current Occupational Safety & Health Administration regulations including, if and as applicable, 1910.23, 1926.501 and 1926.502.
- 12.2.6. C New railing shall be steel 1-1/4" (1-5/8" outside diameter) schedule 40 pipe for top and mid railing.
- 12.2.7. C New posts shall be steel 1-1/4" (1-5/8" outside diameter) schedule 80 newel posts.
- 12.2.8. Access gates:
- 12.2.8.1. C Access gates shall be installed on top of the driver's side egress retaining wall.
- 12.2.8.2. C Access gates shall include two (2) sides. To open, each side of the access gates shall roll away from center, parallel with railing.
- 12.2.8.3. C Access gates shall be positioned near the mid-point of the retaining wall with actual location to be mutually agreed upon by the successful bidder and the City.
- 12.2.8.4. C Access gates shall be constructed of steel 1-1/4" schedule 40 pipe for top and mid railing.
- 12.2.8.5. C Access gates shall be mounted on a minimum of three (3) four-inch (4") permanently sealed greased bearing casters.
- 12.2.8.6. C Each side of access gates shall be fifteen (15) feet long, for a total possible opening of thirty (30) feet.
- 12.2.8.7. C Access gates shall include a lockable latch for when not in use.
- 12.2.9. C Installed posts, railing and gates shall be painted safety yellow.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.3. C **Project Component B** (install four (4) new pipe bollards to be core-drilled into concrete floor on the exterior side of an existing steel plate and the interior side of a roll-up door for the loading dock at the City's solid waste transfer station).
- 12.3.1. C Remove and properly dispose of four (4) existing pipe bollards and base plates from concrete floor on the exterior side of an existing steel plate and the interior side of a roll-up door for the loading dock.
- 12.3.2. C Remove and set aside existing steel plate on the interior side of a roll-up door for the loading dock.
- 12.3.3. C Install four (4) new pipe bollards, with height of top of installed bollard to match the height of top of existing steel plate (approximately 61").
- 12.3.4. C New pipe bollards shall be installed into core-drilled holes in concrete floor, such holes to be core-drilled in such location as to provide maximum support for and to existing steel plate. New pipe bollards shall be secured with concrete epoxy suitable for this purpose.
- 12.3.5. C Holes shall be core-drilled to depth of at least 24" below top of slab.
- 12.3.6. C Holes shall be core-drilled at diameter and spacing suitable for maximum durability of pipe bollards and steel plate.
- 12.3.7. C Holes shall be core-drilled so as for bollards to be located a distance not more than four inches (4") from the rear of the steel plate after the steel plate is reinstalled.
- 12.3.8. C For each bollard, one (1) 6x6 mill angle shall be spot-welded to both the bollard and the steel plate.
- 12.3.9. C New pipe bollards shall be six inches (6") in diameter and concrete-filled.
- 12.3.10. C Installed pipe bollards, mill angles and any welded attachments, along with reinstalled existing steel plate, all shall be painted safety yellow.
- 12.3.11. C Reinstall existing steel plate on the interior side of a roll-up door for the loading dock.

Jay Howser Construction Inc.

Jay Howser (owner)

cell # 615-300-9081

Greg Wilkerson

Darkes Construction Inc.

cell # 498-1408

Ted Sadler

Sadler Brothers Plumbing Inc.

office # 615-459-5884

cell # 615-207-2489

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_023

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:

Midstate Welding

MIKE FRASIER

1513 Sunset Dr.

Franklin TN 37064-

frasiers5@yahoo.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, James M Frasier, deposes and makes oath that:
(printed name of person signing Affidavit)

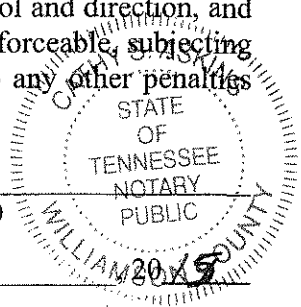
1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Midstate Welding,
(legal name of entity submitting bid or proposal)

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

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

[Signature]
(signature of Affiant)

owner
(title of Affiant)



Sworn and subscribed to before me this 3 day of Feb

[Signature]
(Notary Public)

My Commission Expires: 12/4/17

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-023)

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, James M Frasier, deposes and makes oath that:
(printed name of person signing Affidavit)

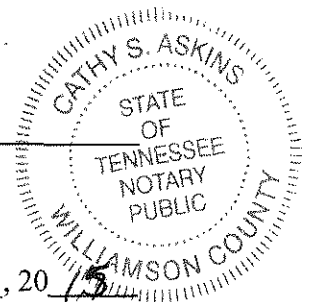
1. He or she is the owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Midstate Welding,
(legal name of entity submitting bid or proposal)

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.

James M Frasier
(signature of Affiant)

owner
(title of Affiant)



Sworn and subscribed to before me this 3 day of Feb, 2015

Cathy S. Askins
(Notary Public)

My Commission Expires: 12/4/17

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, James M Frasier, 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)
Midstate Welding,
(legal name of entity submitting bid or proposal)

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

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

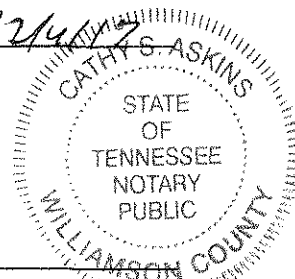
[Signature]
(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this 3 day of Feb, 2015

[Signature]
(Notary Public)

My Commission Expires: 12/4/17



Affidavit of License Certificate
a form required of Bidders and Proposers proposing to serve as contractors for
construction projects for the
City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

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

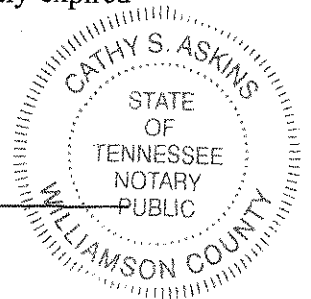
1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Midstate Welding
(legal name of entity submitting bid or proposal)

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 has fully complied with all requirements of the Contractors Licensing Act of 1994 as the same may be amended from time to time (Chapter 6 ("General Contractors") of Title 62 ("Professions, Businesses and Trades"), Tennessee Code Annotated; TCA §62-6-101, et. seq.);
4. The Bidder or Proposer was issued, by the state board for licensing contractors, Certificate of License No. _____ with a date of expiration of _____, 20____, a true and correct photocopy of which certificate of license is attached hereto and hereby made a part hereof;
5. The Bidder's or Proposer's aforementioned certificate of license is not currently expired or revoked or otherwise terminated or suspended; and
6. This Affidavit is made on personal knowledge.

[Signature]
(signature of Affiant)

owner
(title of Affiant)



Sworn and subscribed to before me this 3 day of Feb, 2015

[Signature]
(Notary Public)

My Commission Expires: 12/4/17

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015 - 023)



City of Franklin Business Tax License

MID-STATE WELDING
FRASIER JAMES M
1513 SUNSET DR
FRANKLIN TN
37064

Date Issued: 02-02-2015
Business Tax Classification: 3
Tax Period: 01-01-2014 to 12-31-2014
Expiration: 05-15-2015
License Type: New/Renewal
License Number: 2015 81030
Local Tax Account #: 11020
State Tax Account #: 501600075

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The certificate must be displayed publicly at the location for which it is issued.

To avoid penalty, interest and potential enforced collection action, business tax returns and payments must be remitted to the Tennessee Department of Revenue at least 30 days prior to the expiration date of this license. Further notification of expiration is not required by law—please note the expiration date above. Businesses ceasing operation must file a final business tax return and make full payment of business taxes due within 15 days of closure. (Not applicable to class 5 transient/special events/vendors.)

All tax returns and payments must be made to the Tennessee Department of Revenue. Electronic filing and payment is required for certain taxpayers and encouraged for all. Please visit www.TN.gov/Revenue for more information on business tax and filing requirements.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules, and regulations. Also, as required by Tenn. Code Ann. Section 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

City of Franklin Business Tax License

This certificate must be publicly displayed

MID-STATE WELDING

1513 SUNSET DR

FRANKLIN, TN
37064-3244



Date Issued: 02-02-2015
Business Tax Classification: 3
Tax Period: 01-01-2014 to 12-31-2014
Expiration: 05-15-2015
License Type: New/Renewal
License Number: 2015 81030
Local Tax Account #: 11020
State Tax Account #: 501600075

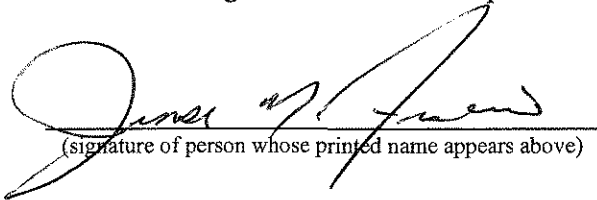
Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, James M Frasier 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)
Midstate Welding
(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)

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0049)

Attachment No. 3

Certificate of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
3/18/2015	Broussard Agency	Not indicated	Commercial General Liability	10/17/2015
			Automobile Liability	10/15/2015
			Workers Compensation and Employers' Liability	2/27/2016
			Installation Floater	10/17/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2015

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

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

PRODUCER Broussard Agency 1143 Columbia Ave A-11 Franklin, TN 37064	CONTACT NAME: Jessica Lewis PHONE (A/C, No, Ext): (615) 656-2626 E-MAIL ADDRESS: Jessica@Broussard-Insurance.com	FAX (A/C, No): (615) 656-2629
	INSURER(S) AFFORDING COVERAGE	
INSURED Mid State Welding, James Mike Frasier 1513 Sunset Drive Franklin, TN 37064	INSURER A: Maxum Indemnity Company	
	INSURER B: Mid Century Insurance Company	
	INSURER C: Berkley Risk	
	INSURER D:	
	INSURER E:	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

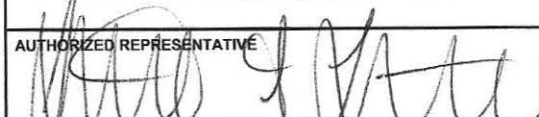
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		BDG3003780-02	10/17/2014	10/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Installment property \$ 29,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		605493362	10/15/2014	10/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-41-92-032688-00	02/27/2015	02/27/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Loss Payee & Additional Insured : City of Franklin, Tennessee

City of Franklin: Loss Payee to Installment floater/ property in the amount of \$29,000

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin, Tennessee Franklin City Hall, Suite 107 109 3rd Avenue South PO Box 305 Franklin, TN 37065-0305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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ENDORSEMENT #1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **3/2/2015** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3003780-02** issued to **James M. Frasier** by Maxum Indemnity Company.

CHANGE ENDORSEMENT

In consideration of an additional premium of \$414.00, and in accordance with the terms and conditions of the above policy, the policy is hereby amended per attached DECIM (01-03).

Premium	\$414.00
Surplus Lines Tax	\$20.70
Total	\$434.70

\$29,000 in installation floater with a \$1,000 deductible is added to and made part of the policy.

Form E374 is added to and made part of the policy to show the following as loss payee for the above floater:

City of Franklin, Tennessee
109 3rd Ave. S.
Franklin, TN 37065

Form CG2026 is added to and made part of the policy to show the following as additional insured:

City of Franklin, Tennessee
Franklin City Hall, Suite 107
109 3rd Avenue South
P.O. Box 305
Franklin, TN 37065-0305

All other terms and conditions remain unchanged.



Specialty Insurance Group

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>City of Franklin, Tennessee Franklin City Hall, Suite 107 109 3rd Ave. S. PO Box 305 Franklin, TN 37065-0305</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Specialty Insurance Group

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COMMERCIAL INLAND MARINE INSTALLATION COVERAGE PART DECLARATIONS

Policy No: BDG-3003780-02

Effective Date: 3/2/2015 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS

NAMED INSURED: James M. Frasier

COVERAGES, LIMITS OF INSURANCE AND DEDUCTIBLE			
Limit of Insurance			
Project Site			
Transit			
Temporary Storage Location		\$29,000	
CATASTROPHE LIMIT: Any One Occurrence		\$29,000	
Deductible		\$1,000	
Rate (per \$100)		2.00	
COINSURANCE PERCENTAGE: 100%			
FORMS AND ENDORSEMENTS*			
Refer to Endorsement E849.			
PREMIUM FOR COVERAGE PART:	\$580.00	DUE IN FULL AT INCEPTION:	\$580.00

*Forms and endorsements applicable to this Coverage Part omitted if shown elsewhere in this policy

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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Specialty Insurance Group

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INSTALLATION COVERAGE - SPECIAL FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Coverage Part, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us," and "our" refer to the Company providing this coverage.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section E - DEFINITIONS.

A. COVERAGE

We will pay for direct physical "loss" to covered property caused by, or resulting from, any Covered Cause of Loss.

1. COVERED PROPERTY

Covered property, as used in this Coverage Part, means property consisting of the type shown in the Declarations owned by you or property of others in your care, custody, or control, that you will install at a "project site."

We also cover:

- a. Covered property while in transit to a "project site" or to a temporary storage location, but only if the covered property has been assigned to a "project site";
- b. Covered property during and after installation at a "project site";
- c. Covered property while at a "project site" or any other temporary storage location, but only if the covered property has been assigned to a "project site."

2. PROPERTY NOT COVERED

Covered property does not include:

- a. Contraband, or property in the course of illegal transit or trade.
- b. Property at locations that you own, lease or control, other than:

- 1) At a "project site"; or
- 2) Place of temporary storage.

- c. Machinery, tools, equipment, scaffolds or other property which will not become a permanent part of the installation.
- d. Plans, blueprints, designs, specifications or any similar property.
- e. Automobiles, motor trucks, tractors, motorcycles, trailers, aircraft or watercraft.
- f. Existing structures or other existing property to which improvements, alterations, repairs or additions are being made.
- g. Property while being loaned, rented, hired or leased to others by you.
- h. Property while outside the "basic territory."
- i. Trees, grass, sod, shrubbery, or plants.

3. WHEN COVERAGE WILL END

The insurance provided by this Coverage Part will end when one of the following first occurs:

- a. This Coverage Part expires or is cancelled;
- b. The property is accepted by the owner or buyer;
- c. Your interest in the property ceases;
- d. The "project site" is abandoned with no intention to complete the installation work;
- e. Thirty days after installation work at the "project site" is completed; or
- f. The building or structure is completed and put to its intended use.

4. COVERED CAUSES OF LOSS

Covered Causes of Loss means risks of direct physical "loss" to covered property except those causes of "loss" listed in the Exclusions.

5. ADDITIONAL COVERAGE

will pay for direct "loss" caused by resulting fire if the fire is a Covered Cause of Loss.

Debris Removal

We will pay your expense to remove debris of covered property caused by or resulting from a Covered Cause of Loss.

e. Power Failure

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

B. EXCLUSIONS

But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."

- 1. We will not pay for "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

f. War and Military Action

- 1) War, including undeclared or civil war;
- 2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents.

a. Building Ordinance

The enforcement of any ordinance or law:

- 1) Regulating the construction, use or repair of any property; or
- 2) Requiring the tearing down of any property, including the cost of removing its debris.

g. Water

Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

b. Earth Movement

- 1) Any earth movement (other than sinkhole collapse) such as an earthquake, landslide, or earth sinking, rising or shifting. But if "loss" by fire or explosion results, we will pay for that resulting "loss."
- 2) Volcanic eruption, explosion, or effusion. But if "loss" by fire or breakage of glass results, we will pay for that resulting "loss." All volcanic eruptions that occur within any 72 hour period will constitute a single occurrence.

But we will pay for direct "loss" caused by resulting fire, explosion, or theft, if these causes of "loss" would be covered under this Coverage Part.

This exclusion only applies to property at your premises.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction that are ordered by governmental authority and taken at the time of a fire to prevent its spreading, if the fire is a Covered Cause of Loss.

h. Pollution

This policy does not cover "loss" caused directly or indirectly by the existence, discharge, dispersal, seepage, migration, release, or escape of toxic or hazardous substances, contaminants, or pollutants. Nor will it cover the cost of removal, disposal, decontamination or replacement of property which has been contaminated by toxic or hazardous substances, contaminants, or pollutants which by law or civil authority must be restored, disposed of, or decontaminated.

d. Nuclear Hazard

- 1) Any weapon employing atomic fission or fusion; or
- 2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we

Debris removal expenses do not include the costs to clean up or remove toxic or hazardous substances, contaminants, or pollutants excluded elsewhere in this Coverage Part.

We will not provide payment for the defense of any cause of action that results from any "loss" or for any cost, fine, or penalty related to any of the above.

Pollutants means any solid, liquid, gaseous, or thermal irritant, contaminant or toxin, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals and waste. In addition to pollutants to be disposed of, waste also includes materials to be recycled, reconditioned, or reclaimed.

2. We will not pay for "loss" caused by or resulting from:

- a. Unexplained disappearance except of property in the custody of a carrier for hire;
- b. Shortage found upon taking inventory;
- c. Rain, snow, sleet, sand or dust to property in the open except for property in the custody of a carrier for hire;
- d. Wear and tear, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;
- e. Gradual deterioration, insects, vermin, rodents, or other animals;
- f. Corrosion, rust, mold, rot, dampness, or dryness;
- g. Cold or heat;
- h. Freezing, unless you have made a reasonable effort to maintain heat in the building or have shut off the water supply and drained the plumbing systems and appliances;
- i. Settling, cracking, shrinkage, or expansion of property;
- j. Dishonest acts by you or anyone else with an interest in the property, or by your or their employees or representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons; but this exclusion does not apply to a carrier for hire;
- k. Delay, loss of use, or loss of market, or any other consequential "loss";
- l. Penalties for non-completion or non-compliance with contract conditions;
- m. An obligation under any guarantee, warranty, or other express or implied obligation of any contractor, manufacturer,

or supplier, whether or not the contractor, manufacturer, or supplier is insured by this Coverage Part;

- n. Artificially generated electrical current;
 - o. Mechanical breakdown, rupture, or bursting caused by centrifugal force;
 - p. Testing;
 - q. Dampness, or dryness of atmosphere;
 - r. Marring or scratching, unless directly resulting from a Covered Cause of Loss;
 - s. Voluntary parting with any property by you or anyone entrusted with the property, if induced to do so by any fraudulent scheme, trick, device, or false pretense; or
 - t. A fault, defect, deficiency, error or omission in a plan, blueprint, design or specification.
3. We will not pay for "loss" caused by or resulting from any of the following. But, if another "loss" that we insure results, we will pay for that resulting "loss":
- a. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with any of the causes of "loss" excluded in this Coverage Part.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
 - c. Faulty, inadequate or defective:
 - 1) Planning, zoning, development; surveying, or site selection;
 - 2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading or compaction;
 - 3) Materials used in repair, construction, renovation or remodeling; or
 - 4) Maintenance of part or all of any property wherever located.

C. LIMITS OF INSURANCE

The most we will pay for a covered "loss" is The applicable Limit of Insurance shown in the Declarations.

The Catastrophe Limit shown in the Declarations is the most we will pay for all "losses" from any one occurrence.

Payments under the Debris Removal Additional Coverage will not increase the applicable Limit of Insurance but if the sum of "loss" and debris removal expense exceeds the Limit of Insurance, we will pay up to an additional \$5,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of "loss" exceeds the applicable deductible amount shown in the Declarations. We will then pay the amount of "loss" in excess of the deductible amount, up to the applicable limit of insurance, after any deduction required by the Additional Conditions.

E. DEFINITIONS

1. "Basic territory" means the United States, its territories and possessions, Canada and Puerto Rico.
2. "Loss" means accidental loss or damage.
3. "Project site" means the location of the project site shown in the Declarations.

F. ADDITIONAL CONDITIONS

COINSURANCE

You must maintain a minimum Limit of Insurance. This minimum Limit of Insurance is the full actual cash value of the covered property at the time of "loss." If the Limit of Insurance at the time of "loss" is less than the minimum limit required, we will pay only a part of the "loss." Our part of the "loss" will be determined by dividing the Limit of Insurance by the minimum limit required. This percentage will be applied to the "loss" to determine the amount that we will pay.

This condition does not apply to covered property in transit or covered property at a temporary storage location.

G. LOSS CONDITIONS

The following is added to the DUTIES IN THE

EVENT OF LOSS CONDITION:

You must allow us to inspect damaged property before it is disposed of or repaired

H. GENERAL CONDITIONS

1. POLICY PERIOD

The following replaces the POLICY PERIOD Condition in the Commercial Inland Marine Conditions:

We cover "loss" commencing on or after the effective date shown in the Declarations for this Installation Coverage.

2. VALUATION

The following replaces the VALUATION Condition in the Commercial Inland Marine Conditions:

The value of property will be the least of the following amounts:

- a. The actual cash value of the covered property including labor charges and the costs of transportation that you incurred.
- b. The cost of reasonably restoring the covered property to its condition immediately before "loss"; or
- c. The cost of replacing the covered property with substantially identical property.

In the event of "loss" the value of property will be determined as of the time of "loss."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **3/2/2015** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3003780-02** issued to **James M. Frasier** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

EXCLUSION OF TERRORISM

A. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:

- a.** Use or threat of force or violence; or
- b.** Commission or threat of a dangerous act; or
- c.** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

- a.** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- b.** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



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COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **3/2/2015** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3003780-02** issued to **James M. Frasier** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

LOSS PAYABLE PROVISIONS

For Covered Property in which both you and a Loss Payee shown in the Schedule below or in the Declarations have an insurable interest, we will:

- A. adjust losses with you; and
- B. pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

SCHEDULE

DESCRIPTION OF PROPERTY	LOSS PAYEE (NAME & ADDRESS)
Installation Floater	City of Franklin, Tennessee, 109 3rd Ave. Franklin, TN 37065



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