

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2017-0331)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Franklin Disposal, LLC of Franklin, Tennessee ("VENDOR"), who mutually agree as follows:

1. CITY issued on November 21, 2017 Purchasing Office Solicitation No. 2018-010, a procurement solicitation for bids for servicing as specified public refuse collection containers located in identified areas of downtown Franklin for a specified term of service ("SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated November 27, 2017 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with VENDOR's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. VENDOR has now also submitted Certificates of Insurance ("CERTIFICATES OF INSURANCE"), copies of which are attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATES OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATES OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
7. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
8. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

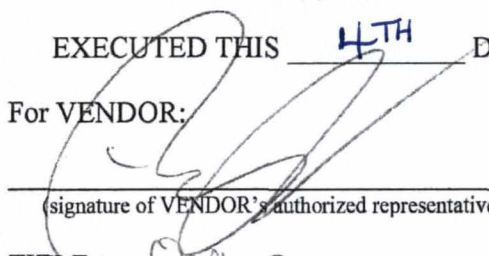
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2017-0331)

9. CITY awarded on December 12, 2017 to VENDOR the purchase of servicing as specified public refuse collection containers located in identified areas of downtown Franklin for a specified term of service pursuant to SOLICITATION and SUBMITTAL, such services to be rendered seven (7) days per week (Monday through Sunday).
10. The specified services shall be rendered by VENDOR to the satisfaction of CITY within this specified service delivery window unless VENDOR has been authorized in writing by CITY to render the specified services outside this specified service delivery window. Failure by VENDOR to render services within either the specified or an authorized service delivery window may constitute grounds for CITY to consider VENDOR to be in breach of contract.
11. The term of award shall commence January 1, 2018 and shall expire December 31, 2018. 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 four (4) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with the Director of the Sanitation and Environmental Services Department of CITY, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of three (3) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.


EXECUTED THIS 4TH DAY OF FEBRUARY 2019.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: Owner

For CITY:


(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:


Tiffani M. Pope, Staff Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0331)

Attachment No. 1

Excerpts from SUBMITTAL

Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2018-010

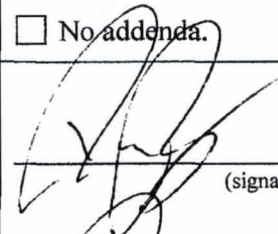
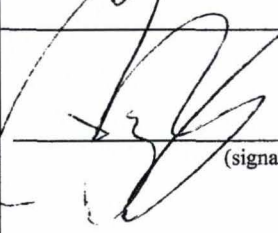
Vendor's name, street address, and mailing address (if different):		<u>Franklin Disposal LLC</u> <u>463 Avon River Rd</u> <u>Franklin, TN 37064</u>
Vendor's contact person's name (printed), title, telephone number and e-mail address:		<u>Raymond Bonham</u> <u>Owner</u> <u>615-794-8964</u> <u>Franklindisposal@gmail.com</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:	three (3) days per week (Friday through Sunday) collection service:	<u>\$ 3.25</u> per-container-per-day
	seven (7) days per week (Monday through Sunday) collection service:	<u>\$ 3.25</u> per-container-per-day
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?		<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____
Last date (no sooner than January 31, 2018) that bid and associated pricing is valid and may be accepted by the City:		<u>November 30, 2017</u>
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?		<input type="checkbox"/> ACH or Electronic Funds Transfer. <input checked="" type="checkbox"/> Visa credit card.

Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2018-010

Vendor's name:	
Are the following components included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none">City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;Vendor-supplied contact information for minimum of three references;City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; <u>NA</u>City of Franklin Affidavit of Non-Collusion, executed in full;City of Franklin Affidavit of Title VI Compliance, executed in full; andIf bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full. <u>NA</u>	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	<input type="checkbox"/> Addendum No. _____ <input type="checkbox"/> Addenda Nos. _____ <input type="checkbox"/> No addenda.
Subscription and affirmation of bidder's authorized representative: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature)
Signature of bidder's authorized representative: I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature)
Title of bidder's authorized representative:	<u>Owner</u>
Date of signatures:	<u>11/27/17</u>

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2018-010

1. Solicitation identified: These specifications apply to the following procurement:
servicing public refuse collection containers located in downtown Franklin for a specified term of service
Purchasing Office Solicitation No.: 2018-010
2. Notice to Bidders publication date: **November 16, 2017**
3. Solicitation release date: **November 21, 2017**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **November 27, 2017, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **November 30, 2017, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **December 4, 2017**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid:
December 12, 2017
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary service public refuse collection containers located in downtown Franklin for a specified term of service. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered by the City to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2018-010

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.

10. General terms and conditions:

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

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2018-010

- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the successful bidder's own expense and at no additional charge to the City.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

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

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2018-010

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.

11. Detailed specifications: Please note:

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

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2018-010

- 11.1. C The City of Franklin seeks a competent, reputable and reliable service provider to service the approximately 44 public refuse collection containers located in areas of downtown Franklin as identified below, with services as specified below to be rendered either three (3) days per week (Friday through Sunday only) or seven (7) days per week (Monday through Sunday), for a term of service as specified below.
- 11.2. C The areas of downtown Franklin with public refuse collection containers to be serviced include, but are not limited to, East Main Street between 1st Ave. and 3rd Ave., Main Street between 3rd Ave. and 5th Ave., West Main Street between 5th Ave. and 6th Ave., 5th Ave. North between Main Street and Del Rio Pike, Columbia Ave. between Main Street and Fowlkes Street, and, possibly, Franklin Rd. between 1st Ave. and Liberty Pike. A map depicting current locations of the containers to be serviced is attached as Appendix A.
- 11.3. C As released with this procurement solicitation, Appendix A (the map depicting current locations of the containers to be serviced) indicates 44 decorative containers. The City's needs may be updated during the term of service both as to quantity and location of containers.
- 11.4. C The selected service provider shall empty each of the decorative containers daily (regardless of how full the container is) and clean the container at least weekly but as often as needed to maintain an attractive appearance and be odor-free when empty of refuse.
- 11.5. C Waste collected by the selected service provider pursuant to this solicitation for bids shall be properly disposed of by the selected service provider at a permitted facility capable of receiving and appropriately handling Class I solid waste, at the service provider's own expense and at no additional charge to the City.
- 11.6. C The emptying and cleaning services shall be rendered between the hours of 6:00 a.m. and 8:00 a.m. Central Time.
- 11.7. C The specified services shall be rendered to the satisfaction of the City within this specified service delivery window unless rendering the specified services outside this specified service delivery window has been authorized in writing by the City. Failure by the selected service provider to render services within either the specified or an authorized service delivery window may constitute grounds for the City to consider the selected service provider to be in breach of contract.
- 11.8. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of service of one (1) year, effective upon acceptance by the City or January 1, 2018, whichever is later.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2018-010

- 11.9. C At any time after commencement but before or as soon as practicable after the expiration of this term of service, including any extensions to the term of service made pursuant to this provision, the City and the selected service provider may choose to exercise an option to extend the term of service four times, each time for up to one (1) additional year, for a maximum possible term of service of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of service shall also apply to such an extension, including pricing; and (d) that if the selected service provider chooses not to consent to an extension to the term of service, then it shall notify the City of that decision a minimum of three (3) months in advance of the scheduled expiration of the term of service. Note that the City and the selected service provider each specifically retain the right, with or without cause, not to extend the term of service.
- 11.10. C Except as specified below, the emptying and cleaning services shall be rendered every contracted day of every week throughout the term of service. The specified exceptions when the emptying and cleaning services shall not be rendered are as follows:
- 11.10.1. C On Thanksgiving Day (the fourth Thursday of November) and Christmas Day (December 25) if such date or dates fall on any of the contracted days of the week.
- 11.10.2. C Whenever any public streets within the then-current service area are blocked by the City for a special event if such dates fall on any of the contracted days of the week, in which case no services shall be rendered that day, even if some of the containers are still accessible by unblocked public street.
- 11.10.3. C Otherwise as requested in advance by the City.
- 11.11. C Bidders shall offer bid pricing for services to be rendered both three (3) days per week (Friday through Sunday only) and seven (7) days per week (Monday through Sunday).
- 11.12. C After all received bids have been evaluated by the City, the City shall determine whether to procure services to be rendered three (3) days per week (Friday through Sunday only) or seven (7) days per week (Monday through Sunday).
- 11.13. C Container capacity for the decorative containers may be as small as 32 gallons or as large as 62 gallons.

City of Franklin, Tennessee Specifications

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- 11.14. C Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, vehicles, equipment, supplies, materials and other items required to render the specified services. (The decorative containers do not utilize disposable/replaceable liners.)
- 11.15. C The selected service provider shall abide by City of Franklin Municipal Code, Title 11 ("Municipal Offenses"), Chapter 4 ("Offenses Against the Peace and Quiet"), Section 11-403 ("Unnecessary noise standard") and Section 11-404 ("Loud, unusual or unnecessary noises prohibited; criteria; other prohibited noises") (attached as Appendix B). Appendix B prohibits servicing the containers other than between the hours of 6:00 a.m. and 9:00 p.m. unless special permission from the City Administrator is sought and obtained.
- 11.16. C The selected service provider shall require its employees, while servicing any of the containers, to wear a safety vest with reflective stripes, gloves and safety shoes.
- 11.17. C The emptying and cleaning services shall be rendered (a) in such a way as to minimize risk of bodily injury and property damage, including for the service provider, owners and tenants of adjacent properties and the general public, (b) in accordance with industry standards and best practices for the collection of solid waste while operating a vehicle in traffic, and (c) in such a way as to minimize disruption to vehicular and pedestrian traffic.
- 11.18. C The selected service provider shall be responsible for any damages it causes while performing the specified services, including to facilities, buildings or grounds, and either shall repair or replace any damaged property to the satisfaction of the owner of the damaged property, or shall reimburse the owner of the damaged property for necessary repairs thereto, at the service provider's own expense and at no additional charge to the City.
- 11.19. C Insurance requirements:
- 11.19.1. 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	\$500,000 Each Occurrence \$500,000 General Aggregate \$500,000 Personal and Advertising Injury \$500,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with copy of Additional Insured endorsement attached

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2018-010

Type of Coverage	Limits of Coverage	Certificate of Insurance
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured
Workers Compensation (not required of an individual or of a firm with fewer than five (5) persons)	Statutory Limits (Waiver of Subrogation required)	Certificate Holder* only
Employers Liability (not required of an individual or of a firm with fewer than five (5) persons)	\$500,000 Bodily Injury Each Accident \$500,000 Policy Limit Bodily Injury by Disease \$500,000 Each Employee Bodily Injury by Disease	Certificate Holder* only

*Certificate Holder shall be listed as follows:

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

11.19.2.

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of service, including any exercised 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.

11.19.3.

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 service, including any exercised 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.

11.19.4.

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.

11.20.

Pricing as bid shall be quoted on a per-container-per-day basis for approximately 44 public refuse containers in downtown Franklin. The City does not guarantee a minimum or maximum number of refuse containers to be services pursuant to this procurement solicitation.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2018-010

- 11.21. C Unit pricing as bid on a per-container-per-day basis shall be held and remain constant throughout the term of service, including any exercised options to extend the term of service.
- 11.22. C Any changes to the service provider's cost of doing business and/or service delivery (e.g., disposal fee increases, fuel increases, etc.) shall be absorbed by the selected service provider and shall not be subject to pass-through to the City.
- 11.23. C Invoices shall be itemized with the quantity of containers serviced per day, the number of service days during the billing period and the quoted unit pricing as bid by the successful bidder to the City.
- 11.24. C Invoices shall be provided to the City at a frequency of the service provider's choosing but not more frequently than twice monthly (once per half-month) and not less frequently than quarterly (once per three months).
- 11.25. C The bidder must have, during the twelve months immediately preceding the bid submittal deadline, a pattern and practice of meeting, in a timely manner, any financial obligations it has had to the City.

REFERENCES - DOWNTOWN FRANKLIN BUSINESSES

Franklin Mercantile Deli

100 Fourth Avenue North

Franklin, TN 37064

615-477-7000

Contact Name: Graham Asch

Pick up and service 3 cans, 3 times a week

Starbucks

428 Main Street

Franklin, TN 37064

615-200-4408

Contact Name: ~~Dale Waseem~~ Samir Fairclough

Pick up and service 3 cans, 6 time a week

McCreary's Pub

414 Main Street

Franklin, TN 37064

615-438-7111

Contact Name: Alex Farmer

Pick up and service 4 cans, 3 times a week

Baskin Robbins

214 East Main Street

Franklin, TN 37064

615-351-2298

Contact Name: Brandon Anglin

Pick up and service 4 cans, 3 times a week

Tazikis

438 Main Street

Franklin, TN 37064

615-591-6539

Contact Name: ~~Samir Fairclough~~ Dale Waseem

Pick up and service 3 cans, 6 times a week

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, Raymond Burgham, 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)
Franklin Disposal LLC
(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 29 day of November, 2017

Alyssa Hunnell
(Notary Public)

My Commission Expires: 7/6/2028

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018-010)



Affidavit of Title VI Compliance

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

Affiant, Raymond Burhan, 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)
Franklin Disposal LLC
(legal name of entity submitting bid or proposal)

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

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

[Signature] (signature of Affiant) Owner (title of Affiant)

Sworn and subscribed to before me this 29 day of November, 2017

Alyssa Hunnell
(Notary Public)

My Commission Expires: 7/6/2020



**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0331)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2018-010

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklin.tn.gov

In the case of Vendor:

Franklin Disposal LLC

Raymond B. Bigham

463 Avon River Rd

Franklin, TN 37064

615-794-8964

no fax

franklindisposal@gmail.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

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

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2017-0331)

Attachment No. 3

CERTIFICATES OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
12/27/2017	Shelter	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	11/20/2018
1/9/2018	Shelter	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Automobile Liability for 2018 Isuzu	5/15/2018
4/2/2018	Shelter	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Automobile Liability for 2017 Freightliner M2106	9/15/2018
4/16/2018	Robins Insurance Agency, Inc. 30 Burton Hills Blvd., Suite 300 Nashville, TN 37215	CL1841317253	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Workers Compensation and Employers' Liability	4/9/2019



CERTIFICATE OF INSURANCE

SHELTER MUTUAL INSURANCE COMPANY
A MUTUAL COMPANY

SHELTER GENERAL INSURANCE COMPANY
A STOCK COMPANY

Name & Address To Whom Issued:

CITY OF FRANKLIN
109 3rd Ave S
Franklin, TN 37064

Name & Address of the Named Insured:

FRANKLIN DISPOSAL LLC
463 AVON RIVER RD
FRANKLIN, TN 37064-8340

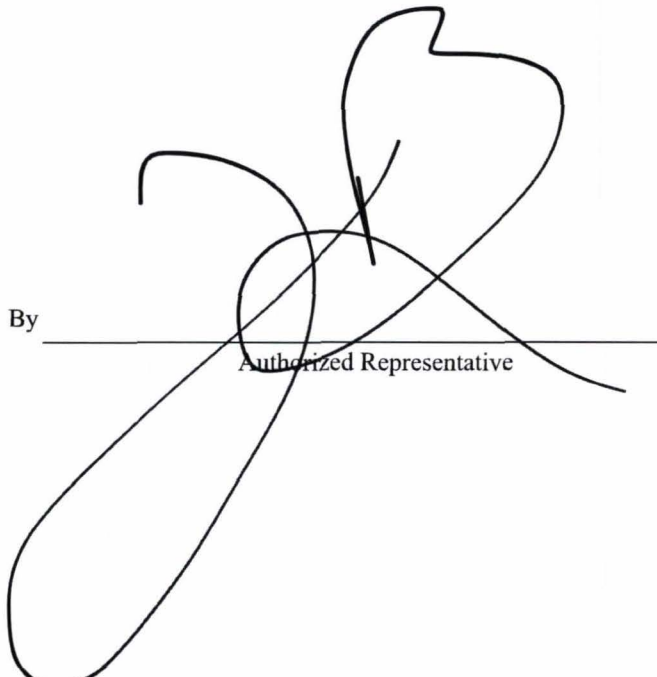
This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy(s) listed. The Certificate is issued for informational purposes only and confers no rights to the certificate holder.

This is to certify that insurance policies shown below by policy number have been issued for the policy period(s) indicated:

Company	Type of Insurance	Policy Number	Policy Inception	Policy Expiration	Limits of Liability
Shelter Mutual	General Liability: <input checked="" type="checkbox"/> Premises & Operations <input checked="" type="checkbox"/> Products/Completed Operations Provided <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	41-31-9075144-1	11/20/2017	11/20/2018	\$1,000,000 Per Occurrence \$2,000,000 Aggregate Products/Completed Operations For: (Describe) GARBAGE, ASH OR REFUSE COLLECTING - INCLUDES COMPLETED OPERATIONS

REMARKS:

Date 12/22/2017

By 
Authorized Representative

M-51.26-M

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- 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:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- 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 additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C.** 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.



Shelter Mutual Insurance Company
1817 W Broadway
Columbia, MO 65218
1-800-SHELTER (743-5837)

MANUAL DEC

General Liability Insurance Policy Declarations

Named Insured:

FRANKLIN DISPOSAL LLC
 463 AVON RIVER RD
 FRANKLIN TN 37064-8340

Policy Number: 41-31-9075144-1
Effective Date: 11/20/2017 (12:01 A.M. CST)
Expiration Date: 11/20/2018 (12:01 A.M. CST)

Agent: JAMES BRAGG
 41-F266-61
 106 MISSION CT
 STE 602 A
 FRANKLIN TN 37067
 615-567-6510

Notice to the Mortgagee/Loss Payee/Addl Insured: Your interest will be continuous until cancellation notice is mailed to you.

These **Declarations** are part of your policy and replace all prior **Declarations**.

Business of the Named Insured: GARBAGE PICK UP

The Named Insured is a(n): Corporation
Audit Period: Annually

Limits of Insurance		
General Aggregate (Other Than Products – Completed Operations)	\$2,000,000	
Products – Completed Operations Aggregate Limit (See Each Classification Below)	Included	
Personal And Advertising Injury Limit	\$1,000,000	
Each Occurrence Limit	\$1,000,000	
Rented To You Limit	\$100,000	Any One Premises
Medical Expense Limit	\$10,000	Any One Person

Description of Hazards	Premium Bases	Rates (Annual)	Advance Premium
PREMISES & OPERATIONS- 95233 GARBAGE, ASH OR REFUSE COLLECTION – INCLUDING PRODUCTS &/OR COMPLETED OPERATIONS ITEM ZIP CODE: 37174	PAYROLL PER \$1000 \$98,000	5.114	\$501.00

Premium Adjusting Endorsements	Limits	Deductible	Number	Premium
Additional Insured – Vendors STARBUCKS COFFEE COMPANY GARBAGE PICK UP			CG 20 15 04 13	\$50.00
Additional Insured - Owners, Lessees or Contractors- Scheduled Person or Organization CITY OF BELLE MEADE			CG 20 10 04 13	\$50.00
Additional Insured - Owners, Lessees or Contractors- Scheduled Person or Organization HG HILL REALTY COMPANY LLC			CG 20 10 04 13	\$50.00
Additional Insured - Owners, Lessees or Contractors- Scheduled Person or Organization CITY OF FRANKLIN			CG 20 10 04 13	\$50.00
Additional Insured - Owners, Lessees or Contractors- Scheduled Person or Organization WESTROCK CP LLC			CG 20 10 04 13	\$50.00

Total for Term (This is Not a Bill): \$751.00

Policy forms and additional endorsements attached to this policy	Number
Commercial General Liability Coverage Form	CG 00 01 04 13
Fungi Or Bacteria Exclusion	CG 21 67 12 04
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Tennessee Changes - Cancellation and Nonrenewal	IL 02 50 09 08
Asbestos Exclusion	B-559-B
Lead Poisoning Exclusion Endorsement	B-601-B
Exclusion-Access or Disclosure of Information	CG 21 07 05 14
Exclusion-Unmanned Aircraft	CG 21 09 06 15
Employment- Related Practices Exclusion	CG 21 47 12 07
Non-Binding Arbitration	CG 24 01 12 04
Amendatory Endorsement	G-252.1-G
Mutual Policy Notification	S-18-S
Excl Damage To Work By Subcontr On Your Behalf	CG 22 94 10 01

Addl Insured

STARBUCKS COFFEE COMPANY
438 MAIN ST
FRANKLIN TN 37064-2720

Addl Insured

HG HILL REALTY COMPANY LLC
3011 ARMORY DR STE 130
NASHVILLE TN 37204-3721

Addl Insured

CITY OF FRANKLIN
109 3RD AVE SOUTH
FRANKLIN TN 37064-2519

Addl Insured

WESTROCK CP LLC
SIX CITY PLACE DRIVE
CREVE COEUR MO 63141-7157

Addl Insured

CITY OF BELLE MEADE
4705 HARDING PIKE
NASHVILLE TN 37205-2809

(For Office Use Only)

Transaction: RNEW B

H. O. CODE: 751.00

Policy ID: 62004642226

Date Issued: 10-16-2017

Policy Term: One Year

'06052017'

MPP

G-2.10-G

End of Declarations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DAMAGE TO WORK PERFORMED BY SUBCONTRACTORS ON YOUR BEHALF

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **I.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".



SHELTER INSURANCE COMPANIES

GENERAL LIABILITY
EVIDENCE OF INSURANCE
AS OF 01/09/2018

NAME AND ADDRESS OF NAMED INSURED:
FRANKLIN DISPOSAL LLC
463 AVON RIVER RD
FRANKLIN, TN 37064-8340

AGENT:
JAMES BRAGG
106 MISSION CT
STE 602 A
FRANKLIN, TN 37067-6439
(615) 567-6510
AGENT NUMBER 41-F266-61

Policy Number: 41-31-9075144-1

Effective Date: 11/20/2017, 12:01 AM Central Time
Expiration Date: 11/20/2018, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 101 DAKOTA DR SPRING HILL, TN 37174
BUSINESS OF THE NAMED INSURED IS: GARBAGE PICK UP
THE NAMED INSURED IS: CORPORATION
THE LIMIT OF THE COMPANY'S LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Limits of Insurance			
General Aggregate (Other Than Product - Completed Operations)		\$	2,000,000
Products - Completed Operations Aggregate Limit (See Each Classification Below)		\$	2,000,000
Personal and Advertising Injury Limit		\$	1,000,000
Each Occurrence Limit		\$	1,000,000
Rented To You Limit		\$	100,000
Medical Expense Limit (Any One Person)		\$	10,000
Premium		\$	751.00
Coverage Form and Description of Hazards			
Code	Key	Description	Premium Basis Premium

101 DAKOTA DR SPRING HILL, TN 37174 (COUNTY 187)			
Premises and Operations			
95233	4	GARBAGE, ASH OR REFUSE COLLECTING - INCLUDES COMPLETED OPERATIONS	98000 501.00
Products and Completed Operations			

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

Limit		
CG-00-01		Commercial General Liability Coverage Form
CG-20-15	GARBAGE PICK UP/ STARBUCKS COFFEE COMPANY	Additional Insured - Vendors
CG-21-67		Fungi Or Bacteria Exclusion
IL-00-17		Common Policy Conditions
IL 00 21		Nuclear Energy Liability Exclusion
IL-02-50		Tennessee Changes - Cancellation And Nonrenewal
CG-20-10	CITY OF BELLE MEADE	Additional Insured - Owners, Lessees or Contractors (Form
CG-20-10	HG HILL REALTY COMPANY LLC	Additional Insured - Owners, Lessees or Contractors (Form
CG-20-10	CITY OF FRANKLIN	Additional Insured - Owners, Lessees or Contractors (Form
CG-20-10	WESTROCK CP LLC	Additional Insured - Owners, Lessees or Contractors (Form

TERM 12 MONTHS
ZONE CODE 505

ADDITIONAL INSURED
STARBUCKS COFFEE COMPANY
438 MAIN ST
FRANKLIN, TN 37064-2720

ADDITIONAL INSURED
HG HILL REALTY COMPANY LLC
3011 ARMORY DR STE 130
NASHVILLE, TN 37204-3721

ADDITIONAL INSURED
CITY OF FRANKLIN
109 3RD AVE SOUTH
FRANKLIN, TN 37064-

CONTINUATION PAGE --POLICY NUMBER 41-31-9075144-1

AGENT NUMBER 41-F266-61

INSURED: **FRANKLIN DISPOSAL LLC**

ADDITIONAL INSURED

WESTROCK CP LLC

SIX CITY PLACE DRIVE

CREVE COEUR, MO 63141-

AGENT

41-F266-61



CERTIFICATE OF INSURANCE

**SHELTER MUTUAL INSURANCE COMPANY
A MUTUAL COMPANY**

**SHELTER GENERAL INSURANCE COMPANY
A STOCK COMPANY**

Name & Address To Whom Issued:

CITY OF FRANKLIN
109 3RD AVE SOUTH
FRANKLIN, TN 37064

Name & Address of the Named Insured:

RAY BURGHARD DBA FRANKLIN
DISPOSAL
PO BOX 681627
FRANKLIN, TN 37068-1627

This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy(s) listed. The Certificate is issued for informational purposes only and confers no rights to the certificate holder.

This is to certify that insurance policies shown below by policy number have been issued for the policy period(s) indicated:

Company	Type of Insurance	Policy Number	Policy Inception	Policy Expiration	Limits of Liability
Shelter Mutual	Automobile	41-1-C-9075144-13	11/15/2017	05/15/2018	Single Limit 1,000,000 BI Per Person BI Per Accident PD Per Accident
	— All Owned or Leased Autos (described in declarations of a Shelter issued policy)				
X Shelter General	X Scheduled Autos				
	— Hired Autos				
	— Non Owned Autos				

REMARKS:

If any of the above listed policies are cancelled before the expiration date, notice will be delivered in accordance with the policy provisions.

Date 1/9/18

By _____
Authorized Representative

VEHICLE(S)

Year Model

2018 NRR W/ 2017 WAYNE QU

Trade Name

ISUZU

Motor Serial No. (Last 5 Digits)

00646

M-51.27-M

1817 WEST BROADWAY • COLUMBIA, MISSOURI • 65218-0001 • 1-800-743-5837



Evidence of Insurance Motor Carrier Coverage

(Item #1) Named Insured:

RAY BURGHARD DBA FRANKLIN
DISPOSAL
PO BOX 681627
FRANKLIN, TN 37068-1627

Agent

JAMES BRAGG
(615) 567-6510
41-F266-61

Policy Number: 41-1-C-9075144-13

Effective Date: 11/15/2017, 12:01 AM Central Time
Expiration Date: 05/15/2018, 12:01 AM Central Time

(Item #3)	Vehicle Year	Make/Model	Vehicle ID
	2018	ISUZU NRR W/ 2017 WAYNE QU	JALE5W166J7300646

(Item #2) Coverages	Coverage Symbol	Limit/ Deductible	Endorsement Number	Premium
Single Liability Limit	67	\$1,000,000 Limit		\$483.00
Uninsured Motorist	67	\$100,000 Per Person		\$40.00
Split Uninsured Motorists Coverage Limits	67	\$300,000 Per Accident	CA 21 07 12 93	
Tennessee Uninsured Motorists Coverage	67	\$100,000 Limit	CA 21 20 10 13	\$5.00
Collision	67	\$1,000 Deductible		\$543.00
Comprehensive	67	\$1,000 Deductible		\$307.00

Discounts (Reflected In Premiums)

PREMIUM \$1,378.00

Other Endorsements Attached To This Policy	Endorsement Number
Tennessee Loss Payable Clause	CA 99 87 10 13
Designated Insured For Covered Autos Liability Coverage	CA 20 48 10 13
Designated Insured For Covered Autos Liability Coverage	CA 20 48 10 13
Amendatory Endorsement	A-672.3-A
Tennessee Changes	CA 01 46 10 13
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Tennessee Changes - Cancellation and Nonrenewal	IL 02 50 09 08

RATE CLASS 18A TERRITORY 007 TERM 06
COST SYMBOL U PACKAGE-CD

Agent _____

ADDITIONAL INSURED
CITY OF FRANKLIN
109 3RD AVE SOUTH
FRANKLIN, TN 37064
LOAN NO.

ADDITIONAL INSURED
CITY OF BELLE MEADE
4705 HARDING PIKE
NASHVILLE, TN 37205-2809
LOAN NO.

LOSS PAYEE
ADVANTAGE FUNDING COMM CAP CORP ISAO
PO BOX 1839
PORTLAND, OR 97207-1839
LOAN NO.



CERTIFICATE OF INSURANCE

SHELTER MUTUAL INSURANCE COMPANY
A MUTUAL COMPANY

SHELTER GENERAL INSURANCE COMPANY
A STOCK COMPANY

Name & Address To Whom Issued:

CITY OF FRANKLIN
109 3rd Ave South
franklin, TN 37064

Name & Address of the Named Insured:

RAY BURGHARD DBA FRANKLIN
DISPOSAL
PO BOX 681627
FRANKLIN, TN 37068-1627

This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy(s) listed. The Certificate is issued for informational purposes only and confers no rights to the certificate holder.

This is to certify that insurance policies shown below by policy number have been issued for the policy period(s) indicated:

Company	Type of Insurance	Policy Number	Policy Inception	Policy Expiration	Limits of Liability
Shelter Mutual	Automobile	41-I-C-9075144-10	03/15/2018	09/15/2018	Single Limit 1,000,000 BI Per Person BI Per Accident PD Per Accident
	___ All Owned or Leased Autos (described in declarations of a Shelter issued policy)				
<u>X</u> Shelter General	<u>X</u> Scheduled Autos				
	___ Hired Autos				
	___ Non Owned Autos				

REMARKS:

Date 4/2/18

By _____
Authorized Representative

VEHICLE(S)

Year Model

2017 FREIGHTLINER M2106

Trade Name

FREIG

Motor Serial No. (Last 5 Digits)

G2183

M-51.26-M

1817 WEST BROADWAY • COLUMBIA, MISSOURI • 65218-0001 • 1-800-743-5837



AUTO | HOME | LIFE

Evidence of Insurance Motor Carrier Coverage

(Item #1) Named Insured:

RAY BURGHARD DBA FRANKLIN
DISPOSAL
PO BOX 681627
FRANKLIN, TN 37068-1627

Agent

JAMES BRAGG
(615) 567-6510
41-F266-61

Policy Number: 41-1-C-9075144-10

Effective Date: 03/15/2018, 12:01 AM Central Time
Expiration Date: 09/15/2018, 12:01 AM Central Time

(Item #3)	Vehicle Year	Make/Model	Vehicle ID
	2017	FREIG FREIGHTLINER M2106	1FVACXY4HIJG2183

(Item #2) Coverages	Coverage Symbol	Limit/ Deductible	Endorsement Number	Premium
Single Liability Limit	67	\$1,000,000 Limit		\$708.00
Uninsured Motorist	67	\$100,000 Per Person		\$40.00
Split Uninsured Motorists Coverage Limits	67	\$300,000 Per Accident	CA 21 07 12 93	
Tennessee Uninsured Motorists Coverage	67	\$100,000 Limit	CA 21 20 11 17	\$5.00
Collision	67	\$1,000 Deductible		\$838.00
Comprehensive	67	\$1,000 Deductible		\$336.00

Discounts (Reflected In Premiums)

PREMIUM \$1,927.00

Other Endorsements Attached To This Policy	Endorsement Number
Tennessee Loss Payable Clause	CA 99 87 10 13
Designated Insured For Covered Autos Liability Coverage	CA 20 48 10 13
Designated Insured For Covered Autos Liability Coverage	CA 20 48 10 13
Amendatory Endorsement	A-672.3-A
Tennessee Changes	CA 01 46 10 13
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Tennessee Changes - Cancellation and Nonrenewal	IL 02 50 09 08

RATE CLASS 28A TERRITORY 007 TERM 06
COST SYMBOL V PACKAGE-CD

Agent _____

ADDITIONAL INSURED
CITY OF FRANKLIN
109 3RD AVE SOUTH
FRANKLIN, TN 37064
LOAN NO.

ADDITIONAL INSURED
CITY OF BELLE MEADE
4705 HARDING PIKE
NASHVILLE, TN 37205-2809
LOAN NO.

LOSS PAYEE
MERCEDES BENZ FINANCIAL SERVICES
13650 HERITAGE PKWY
FORT WORTH, TX 76177-5323
LOAN NO.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2018

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

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

PRODUCER Robins Insurance Agency, Inc 30 Burton Hills Blvd. Suite 300 Nashville TN 37215		CONTACT NAME: Karen Garrison PHONE (A/C, No, Ext): (615) 665-9200 E-MAIL ADDRESS: kgarrison@robinsins.com FAX (A/C, No): (615) 665-9207	
INSURED Franklin Disposal LLC. PO Box 681627 Franklin TN 37068		INSURER(S) AFFORDING COVERAGE INSURER A: SteadPoint Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10156	

COVERAGES **CERTIFICATE NUMBER:** CL1841317253 **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 <input type="checkbox"/>	N/A	Y	WC044-261727-2018A	04/09/2018	04/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Waiver of subrogation applies in favor of City of Franklin, Tennessee

CERTIFICATE HOLDER

CANCELLATION

City of Franklin 109 3rd Ave South Franklin TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0331)

Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

On behalf of Bidder/Proposer, Raymond Burghart 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)
Franklin Disposal LLC
(legal name of entity submitting bid or proposal)

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

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

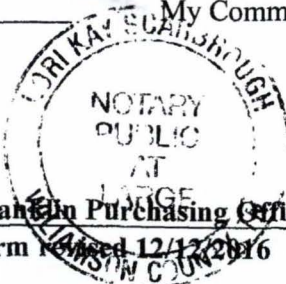
(signature of person whose printed name appears above)

Owner Raymond Burghart
(title of person whose printed name appears above)

Sworn and subscribed to before me this 2 day of January, 20 18

(Notary Public)

My Commission Expires: 7/17/2021



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018 010)

Form revised 12/13/2016