

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Best Cleaners of Columbia, LLC, d/b/a New Brand Cleaners (“VENDOR”), who mutually agree as follows:

1. CITY issued on January 24, 2019 Purchasing Office Solicitation No. 2019-005, a procurement solicitation for bids for garment cleaning, pressing, minor repair and alteration services (“SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid dated February 11, 2019 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. CITY declines to accept VENDOR’s exception to CITY’s specification no. 11.3. Thus, specification 11.3 remains in effect as written. CITY acknowledges that heavily soiled garments that require special attention in order to restore to presentable status, such as any that are stained and/or have dirt ground into the garment and/or are torn, qualify as “unusual and extenuating circumstances” and therefore are not subject to the specified definition of the term “timely.”
4. VENDOR acknowledges the sample billing statement included in SUBMITTAL does not meet CITY’s specification no. 11.6.2 and agrees to provide monthly billing statements that do meet CITY’s specification no. 11.6.2 except, if not readily feasible, for unit pricing.
5. 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.
6. VENDOR has now also submitted a Certificate of Insurance (“CERTIFICATE OF INSURANCE”), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
7. 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.
8. 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 cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
9. 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.


**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0077)

10. 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.
11. CITY awarded on April 9, 2019 to VENDOR the purchase of garment cleaning, pressing, minor repair and alteration services pursuant to SOLICITATION, SUBMITTAL and this AGREEMENT.
12. CITY expects VENDOR to render awarded services by the next business day, except in unusual and extenuating circumstances in which case VENDOR shall, as soon as possible, notify the proper contact at the Franklin Police Department. Failure by VENDOR to meet this expectation shall constitute grounds for CITY to cancel award and/or consider VENDOR to be in breach of contract.
13. The term of award shall commence upon execution of this AGREEMENT and shall expire one (1) year 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 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 Chief of Police 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; (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; and (e) at CITY's discretion, CITY and VENDOR may negotiate an additional extension beyond such expiration. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
14. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__

For VENDOR:



(signature of VENDOR's authorized representative)

TITLE: Owner Manager

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0077)

Attachment No. 1

Excerpts from SUBMITTAL

Bid Submittal Form

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

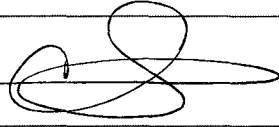
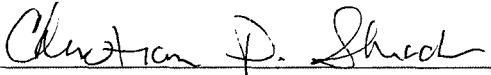
Purchasing Office Solicitation No.: 2019-005

Vendor's name, street address, and mailing address (if different):	Best Cleaners of Columbia, LLC <hr/> DBA New Brand Cleaners <hr/> 314 East James Campbell Blvd. <hr/> Columbia, Tn 38401 <hr/>
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Chris Shrader <hr/> Owner, managing member <hr/> 931-334-9977 <hr/> Cshrader421@gmail.com <hr/>
Does the bidder take any exceptions to the City's procurement solicitation?	<input checked="" 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 checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.
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 April 30, 2019) that bid and associated pricing is valid and may be accepted by the City:	April 30, 2019 <hr/>
Are the following components 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 (3) references per the Instructions for Bidders pertaining to this procurement solicitation; • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; and • If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full. 	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).

Bid Submittal Form

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

Purchasing Office Solicitation No.: 2019-005

Vendor's name:	
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Bank credit card.
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 checked="" type="checkbox"/> Addendum No. 1. <input type="checkbox"/> Addenda Nos. 1 through _____. <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:	Managing Member
Date of signatures:	02/11/2019

Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2019-005

Quoted bid pricing for specified services:			
Specified Service	<u>Estimated Quantity¹</u>	Vendor's quoted bid price:	
Cleaning and pressing, as appropriate (on a per-garment basis)		<u>Men's</u>	<u>Women's</u>
uniform shirts	10,400	\$ 2.00	\$ 2.00
dress shirts	1,040	\$ 1.75	\$ 1.75
blouses	312	n/a	\$ 2.75
uniform pants	10,400	\$ 3.00	\$ 3.00
dress pants	1,040	\$ 3.00	\$ 3.00
skirts	24	n/a	\$ 3.00
dresses	24	n/a	\$ 5.25
uniform suit jackets	1,040	\$ 3.25	\$ 3.25
blazers	12	\$ 3.25	\$ 3.25
jackets	1,040	\$ 4.75	\$ 4.75
heavy coats	6	\$ 5.00	\$ 5.00
vest covers	6	\$ 1.75	\$ 1.75
neckties	12	\$ 1.00	\$ 1.00
coat linings	6	\$ 1.00	\$ 1.00
8-point dress hats	6	\$ 1.00	\$ 1.00
Making minor repairs, as appropriate (on a per-repair basis)		<u>Unisex</u>	
zippers for pants, skirts and dresses	6	\$ 10.50	
zippers for jackets and heavy coats	6	\$ 20.00 if they can even be done	
pockets for shirts and blouses	6	\$ 4.00	
pockets for suit jackets and blazers	6	\$ 4.00	
pockets for pants, jackets & heavy coats	6	\$ 3.00	
buttons for shirts and blouses	6	\$ 50	
buttons for pants, skirts and dresses	6	\$ 50	
buttons for suit jackets and blazers	6	\$ 1.50	
Making alterations, as appropriate (on a per-alteration basis)		<u>Unisex</u>	
Skirt – Machine Stitched Hem	10	\$ 10.00	
Skirt – Take In/Let Out Waist (if enough seam)	10	\$ 10.00	
Pants/Slacks – adjust inseam length	25	\$ 10.00	
Pants/Slacks w/cuffs – adjust inseam length	10	\$ 12.00	
Pants/Slacks – Take In/Let Out Waist	25	\$ 10.00	
Shirt/Blouse Sleeves, cuffed hem – shortened	10	\$ 15.00	
Shirt/Blouse – taper sides	10	\$ 15.00	
Suit Jacket Sleeves, lined, w/buttons – shorten or lengthen	5	\$ 25.00	
Suit Jacket Hem – Straight Hem w/lining	5	\$ 25.00	
Suit Jacket – Side seams in/out	5	\$ 25.00	
Rip repair – on seam line	10	\$ 4.00	
Rip repair – elsewhere on clothing	10	\$ 4.00	
Add patches (machine stitched, all sizes) to garments	150	\$ 4.00ea	

¹ The quantity indicated for each service to be priced represents the approximate number of units of that service that the Police Department might require in a 12-month period. For garments that are priced by sex, for purposes of calculating the annual value of the bid, the City will assume 85% of the garments are men's and 15% of the garments are women's, unless otherwise indicated. These numbers are estimates only and do not represent a guaranteed minimum or maximum.

BEST CLEANERS

-STATEMENT-

314 East James Campbell Blvd.
Columbia, TN 38401
9313816333

Fire Dept City Of Columbia
1000 S.Garden St
Attn: Dana McDaniel
Columbia TN 38401

(Activity from 12/31/18 To 01/31/19.)
Terms: Net Due

Date	Description	Activity	Balance
	Balance Forward	67.34	67.34
01/28/19	Member: Fire Dept City Of Columbia ID#: 0 Check#: 117869	-67.34	0.00
	Member: Fire Dept City Of Columbia ID#: 0	67.34CR	
12/31/18	Member: Cummins, Chris ID#: 02 788897 City of Columbia	3.04	3.04
12/31/18	800789 City of Columbia	3.04	6.08
01/14/19	808820 City of Columbia	3.04	9.12
	Member: Cummins, Chris ID#: 02	9.12	
01/09/19	Member: Scott, Tony ID#: 3122 802451 City of Columbia	1.52	10.64
01/21/19	809196 City of Columbia	1.52	12.16
01/25/19	813404 City of Columbia	1.52	13.68
	Member: Scott, Tony ID#: 3122	4.56	
12/31/18	Member: Dyer, Garry ID#: 3157 803379 City of Columbia	1.52	15.20
01/07/19	805427 City of Columbia	3.04	18.24
01/12/19	807752 City of Columbia	3.04	21.28

BL T CLEANERS

-STATEMENT-

314 East James Campbell Blvd.
 Columbia, TN 38401
 9313816333

Fire Dept City Of Columbia
 1000 S.Garden St
 Attn: Dana McDaniel
 Columbia TN 38401

(Activity from 12/31/18 To 01/31/19.)
 Terms: Net Due

Date	Description	Activity	Balance
01/18/19	810219 City of Columbia	3.04	24.32
01/24/19	812696 City of Columbia	3.04	27.36
01/30/19	814783 City of Columbia	3.32	30.68
	Member: Dyer, Garry ID#: 3157	17.00	
	Member: Beatty, josiah ID#: 3277		
01/02/19	804217 City of Columbia	4.56	35.24
01/21/19	805570 City of Columbia	1.52	36.76
	Member: Beatty, josiah ID#: 3277	6.08	
	Member: cobb, ty ID#: 98		
01/03/19	802850 City of Columbia	4.56	41.32
01/03/19	802415 City of Columbia	1.52	42.84
01/28/19	810547 Household	17.99	60.83
	Member: cobb, ty ID#: 98	24.07	

Current	31-60 Past Due	61-90 Past Due	91+ Past Due	Late Charge
60.83	0.00	0.00	0.00	0.00

Statement Date	Amount Due	Terms	Remit Amount
02/01/19	60.83	Net Due	

Store: 000 PUL
 (931) 380-2728
 Fire Dept City Of Columbia
 1000 S.Garden St
 Attn: Dana McDaniel
 Columbia TN 38401

Pro Cleaners
314 E. James Campbell
Columbia, TN 38401
931-381-6333



CITY OF COLUMBIA, POLICE (931) CITY
707 North Main
Columbia, TN 38401
8-16114

(931) 560-1614

DUE: TUE 01/29/19 5:00pm

MEMBER: Gideon, Joey ID: 3162

1 (B2895605) Dress Uni. 2.75
Trousers BLACK SOLID

1 (B2643205) DUTY UNIFORM 2.75
TROUSER NAVY SOLID

1 (B2909688) Duty L/S Shirt 1.52
NAVY SOLID

Sales Tax .64

TOTAL 7.66

You have earned 24 frequent fabricare pts to date
01/25/19 11:07 AM RPT:MM 01/28/19 STH201 Rack: MM IP MM



TUES

816114 - 3

CITY OF COLUMBIA, P

Attachment No.2

City's Terms 11.3.

I would like to request a two-day turn around on the items picked up. Most officers have multiple sets of uniforms and this would allow for us to provide better service and quality. In the event you do not agree we are still able to provide the services requested.

References:

1. City of Columbia Police Department
707 North Main St.
Columbia, Tennessee 38401
Dry cleaning and repair of Police uniforms
Sherry Sheeter- Accounts payable
931-560-1614
Ssheeter@columbiatn.com

2. City of Columbia Fire Department
1000 South Garden St.
Columbia, Tennessee 38401
Dry cleaning and repair of uniforms and gear
931-380-2728
Ty Cobb-Chief
Cfradmin@columbiatn.com

3. Maury Regional Hospital
1224 Trotwood Ave.
Columbia, Tennessee 38401
Ted Bradshaw- Manager Sleep Centers
931-490-7378
Tbradshaw@mauryregional.com

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

1. Solicitation identified: These specifications apply to the following procurement:
garment cleaning, pressing, minor repair and alteration services
Purchasing Office Solicitation No.: 2019-005
2. Notice to Bidders publication date: **January 24, 2019**
3. Solicitation release date: **January 24, 2019**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 5, 2019, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **February 12, 2019, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 8, 2019**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 26, 2019**
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 to render the specified services. 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 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

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

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 bidder awarded the purchase shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City expects the bidder awarded the purchase 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 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 bidder awarded the purchase 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 bidder awarded the purchase will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- h. Other documents to be required of the bidder recommended to be awarded the purchase. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.
- i. Damages. The bidder awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the bidder's own expense and at no additional charge to the City.
- 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 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.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

11. 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. (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.

11.1. _____ Term of award.

11.1.1. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of one (1) year, effective upon the effective date of any procurement agreement resulting from this procurement solicitation as such procurement agreement is executed in full by both parties.

11.1.2. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, including any extensions to the term of award made pursuant to this provision, the City and the vendor may choose to exercise an option to extend the term of award up to four (4) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- 11.2. Services to be rendered, in quantities indicated on the Bid Submittal Form pertaining to this procurement solicitation, shall include, but may not be limited to:
- 11.2.1. C cleaning and pressing (as appropriate) the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets, blazers, jackets, heavy coats, vest covers, neckties, coat linings and 8-point dress hats;
- 11.2.2. C making minor repairs, such as to zippers, pockets and buttons, to the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets, blazers, jackets and heavy coats;
- 11.2.3. C making alterations to the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets and blazers; and
- 11.2.4. C picking up garments from and returning same to the Franklin Police Department headquarters, at a specific location mutually designated by authorized representatives of the Franklin Police Department and the vendor, daily except for weekends and holidays observed by the City, at times mutually designated by authorized representatives of the Franklin Police Department and the vendor, with vendor supplying reusable garment bags for each Franklin Police Department employee utilizing the vendor's delivery service, said bags to remain the property of the vendor;
- 11.3. E Services shall be rendered in a timely manner. For the purposes of this Solicitation, "timely" shall be defined to mean the next business day, except in unusual and extenuating circumstances in which case the vendor shall, as soon as possible, notify the proper contact at the Franklin Police Department.
- 11.4. C Services shall be rendered to a level of quality meeting or exceeding the performance expectations of retail customers typical for the garment cleaning services industry.
- 11.5. Communication:
- 11.5.1. C To promote clear communication between the Franklin Police Department and the vendor, vendor shall make available for use by Franklin Police Department a garment-servicing-special-instructions slip that may be attached to the garment. Slip shall be marked by the vendor and returned with the garment indicating how the special request was handled.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- 11.5.2. C Vendor shall agree to have an authorized representative communicate with one or more authorized representatives of the Franklin Police Department once every three (3) months to discuss the timeliness and quality of services being rendered pursuant to this solicitation and to develop and implement courses of action to be taken to correct any deficiencies.
- 11.5.3. C For any alterations requested which shall exceed a total of \$50.00 per garment, vendor shall obtain prior authorization by the proper contact at the Franklin Police Department.
- 11.6. Billing:
- 11.6.1. C Payment terms as indicated in provision 11.d above shall apply to monthly statements rather than individual invoices.
- 11.6.2. C Monthly statements shall itemize each service rendered by individual and shall indicate invoice numbers, name of individuals for whom services were rendered, and date, quantity, unit pricing and extended pricing. A summary of all services rendered for all individuals, indicating quantity, unit pricing and extended pricing for each service rendered, shall also be included on the monthly statement.
- 11.6.3. C A sample invoice and a sample monthly statement shall be included in the bidder's sealed bid submittal.
- 11.7. Risk management:
- 11.7.1. C Because access to secure areas of the Franklin Police Station may be granted to the bidder awarded the purchase, employees of the bidder awarded the purchase who would be rendering garment pick-up and/or delivery services pursuant to this procurement solicitation may be required by the City to have passed a criminal background check conducted by the Franklin Police Department.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

11.7.2. Insurance requirements:

11.7.2.1. C Before award of the procurement by the City, the bidder recommended to 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	<ul style="list-style-type: none"> • \$1,000,000 Each Occurrence • \$2,000,000 General Aggregate • \$1,000,000 Personal and Advertising Injury • \$2,000,000 Products-Completed Operations Aggregate 	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached
Workers Compensation ²	<ul style="list-style-type: none"> • Statutory Limits • Waiver of Subrogation shall apply 	Certificate Holder ¹ only
Employers Liability ²	<ul style="list-style-type: none"> • \$1,000,000 Bodily Injury Each Accident • \$1,000,000 Policy Limit Bodily Injury by Disease • \$1,000,000 Each Employee Bodily Injury by Disease 	Certificate Holder ¹ only
Bailees' Customers Property Floater	\$500,000 Property Floater Limit	Certificate Holder ¹ only

11.7.2.2. 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 bidder awarded the purchase 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.

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

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

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- 11.7.2.3. 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 bidder awarded the purchase shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.
- 11.7.2.4. C The bidder awarded the purchase shall agree 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.

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 Maury) SS

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

1. He or she is the Owner and Managing member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Best Cleaners of Columbia, LLC
(legal name of entity submitting bid or proposal)

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

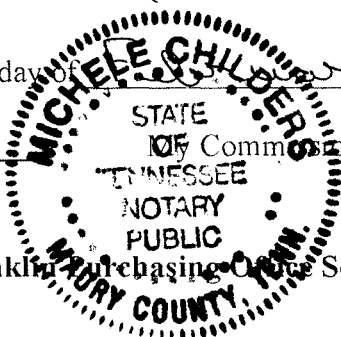
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer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

Owner + Managing Member
(title of Affiant)

Sworn and subscribed to before me this 12 day of February, 2019

Michele Childers
(Notary Public)



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2019-005)

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 Maury) SS
Affiant, Chris Shrader, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner and Managing member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Best Cleaners of Columbia, 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 of Affiant)

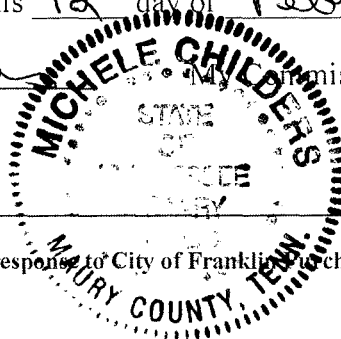
Owner & Managing member

(title of Affiant)

Sworn and subscribed to before me this 12 day of February, 2019

Michele Childers
(Notary Public)

My Commission Expires: 01-21-2020



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

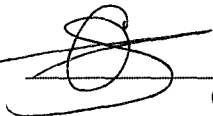
State of Tennessee)
County of Maury) SS

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

1. He or she is the Owner and Managing Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Best Cleaners of Columbia, 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 entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

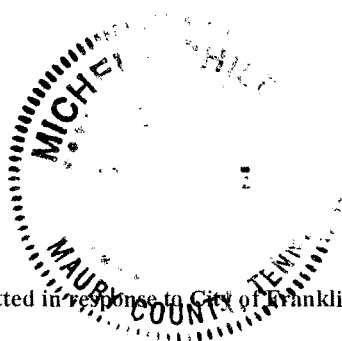

(signature of Affiant)

Owner & Managing Member
(title of Affiant)

Sworn and subscribed to before me this 12 day of February, 2019

Michelle Childers
(Notary Public)

My Commission Expires: 01-21-2020



CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0077)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin
Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2019_005
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:

Best Cleaners of Col. llc
Attn: Chris Shrader
314 East James Campbell Blvd.
Columbia, Tn 38401
931-381-6333
Cshrader421@gmail.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

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

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
3/25/2019	Battle Page Insurance, Inc. 145 Southeast Parkway, Suite 190 Franklin, TN 37064	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	7/1/2019
				Automobile Liability	7/1/2019
				Umbrella Liability	7/1/2019
				Workers Compensation and Employers' Liability	7/1/2019
				Bailees' Customers Property Floater	7/1/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	\$10,000
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits	
	1. Bail Bonds	\$ 3,000
	2. Loss Of Earnings	\$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(8)** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an

additional insured on your policy, provided that:

- a. The written contract or written agreement is:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Fully executed by you and the additional insured prior to the "bodily injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(2) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured.

(4) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(5) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

(a) This insurance applies only with respect to:

- (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

(b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(6) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

(a) Their financial control of you; or

(b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(7) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(8) Vendors

(a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

(1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

(1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

b. The insurance afforded to such additional insured only applies to the extent permitted by law.

c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement; or

b. 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.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company; or

(4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

(i) How, when and where the "occurrence" or offense took place;

- (ii) The names and addresses of any injured persons and witnesses; and
- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

2. The paragraph immediately after Subparagraph **J.(6)** of Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the greater of:
 - a. \$300,000; or
 - b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to

you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

(ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9. "Insured contract"** of **Section V – Definitions** is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

If **Coverage C – Medical Payments** is not otherwise excluded from this policy or coverage part, the Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the greater of:

- a. \$10,000; or
- b. The Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12. "Mobile equipment"** of **Section V – Definitions** is deleted and replaced by the following:

(1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph 3. of **Section II – Who Is An Insured** is deleted and replaced by the following:

- 3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:
 - a. Majority interest of more than 50% if you are a corporation;
 - b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or
 - c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization,

partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or
- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

- 1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
- 2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions:**

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph 4.b. of **Section IV – Commercial General Liability Conditions.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by endorsement.

SUMMARY OF COVERAGE EXTENSIONS

Provision No.	Name of Extension	Limit or Included
A.	Broadened Named Insured	Included
B.	Additional Insured by Contract or Agreement	Included
C.	Additional Insured- Employees	Included
D.	Extended Coverage- Bail Bonds	\$5,000
E.	Extended Coverage- Loss of Earnings (Per Day)	\$1,000
F.	Fellow Employee Coverage	Included
G.	Transportation Expense Due to Theft of a Covered Auto (Per Day/Maximum)	\$75/ \$2,500
H.	Extended Coverage - Air Bags	Included
I.	Physical Damage Coverage- Leased or Financed Autos	Included
J.	Glass Deductible	Included
K.	Extended Coverage- Electronic Equipment	Included
L.	Extended Coverage- Personal Effects	\$500
M.	Towing (Gross Vehicle Weight of 20,000 lbs. or less)	\$100
N.	Physical Damage Coverage - Hired "Autos" 1. Loss of use (Per Day/Maximum)	\$65,000 \$500/ \$3,500
O.	Rental Reimbursement Coverage	\$2,500
P.	Drive Other Car Coverage	Included
Q.	Knowledge of Occurrence	Included
R.	Waiver of Subrogation By Contract or Agreement	Included
S.	Unintentional Omissions	Included
T.	Bodily Injury Re-defined	Included
U.	Employee Hired Auto	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

A. BROADENED NAMED INSURED

The Named Insured shown in the Declarations is amended to include:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50%, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance, however;

1. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.:**

- d. Any person or organization for whom you are performing operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

(1) Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage":

- a. Caused by an "accident", and
- b. Resulting from the ownership, maintenance or use of a covered "auto".

- (2) A person's or organization's status as an additional insured exists only while you are performing operations for that additional insured.

- (3) Section II, Paragraph C. Limits of Insurance for person or organization added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

- (4) This insurance applies on a primary and non-contributory basis if that is required by the written contract or agreement.

- (5) This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

C. ADDITIONAL INSURED - EMPLOYEES

Section II- Covered Autos Liability Coverage, Paragraph **A.1.b.(2)** is deleted and replaced by the following:

- (2) Your employee or agent if the covered "auto" is owned by that employee or a member of his or her household, but this exclusion does not apply if the covered "auto" is being used in your business or your personal affairs.

D. EXTENDED COVERAGE - BAIL BONDS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. EXTENDED COVERAGE - LOSS OF EARNINGS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(4)** is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. FELLOW EMPLOYEE COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **B.5.** does not apply.

G. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN "AUTO"

1. Transportation Expense

Section III – Physical Damage Coverage, Paragraph A.4.a. is deleted and replaced by the following:

- a. We will also pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that has a Gross Vehicle Weight of 20,000 lbs. or less. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

H. EXTENDED COVERAGE - AIRBAGS

Section III – Physical Damage Coverage, Paragraph B.3.a. does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

I. PHYSICAL DAMAGE COVERAGE - LEASED OR FINANCED "AUTOS"

The following is added to **Section III – Physical Damage Coverage, Paragraph C.:**

- 4. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
 - a. The amount under the Physical Damage coverage section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss",
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance;
- (5) Carry-over balances from previous loans or leases.

J. GLASS DEDUCTIBLE

Section III – Physical Damage Coverage, Paragraph D. is deleted and replaced by the following:

D. DEDUCTIBLE

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

- 1. "Loss" caused by fire or lightning; or
- 2. "Loss" when you elect to patch or repair glass rather than replace.

K. EXTENDED COVERAGE - ELECTRONIC EQUIPMENT

The following is added to **Section III - Physical Damage Coverage, Paragraph A.4.:**

- c. Physical Damage coverage on a covered "auto" also applies to "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

We will pay with respects to a covered "auto" for "loss" to antennas and other accessories necessary for use of the electronic equipment. However, this does not include tapes, records or discs.

L. EXTENDED COVERAGE - PERSONAL EFFECTS

The following is added to **Section III – Physical Damage Coverage, Paragraph A.4.**:

- d. Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss".

The most we will pay for any one "loss" under this coverage extension is \$500.

M. TOWING

Section III – Physical Damage Coverage, Paragraph A.2. is deleted and is replaced by the following:

If an "auto" with a Gross Vehicle Weight of 20,000 lbs. or less is provided both Comprehensive and Collision Coverage, we will pay up to \$100 for towing and labor costs incurred each time such covered "auto" is disabled.

However, the labor must be performed at the place of disablement.

N. PHYSICAL DAMAGE COVERAGE - HIRED "AUTOS"

You may extend the Comprehensive, Specified Causes of Loss and Collision coverages provided on your owned "autos" to any "auto" you lease, rent, hire or borrow from someone other than your employees or partners or members of their households. Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Coverage provided here is subject to the following:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of \$65,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:

- a. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.
- b. No deductible will apply to "loss" caused by fire or lightning.

3. Coverage provided under this extension will:

- a. Be excess over any other collectible insurance you have;
- b. Pay, in addition to the limit set forth in **N.2.** above, up to \$500 per day, not to exceed \$3,500 per "loss" for:
 - (1) Any costs or fees associated with the "loss" to a hired "auto"; and
 - (2) Loss of use, provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

O. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - b. When the total amount paid under this coverage extension reaches \$2,500.

3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. Not more than \$75 per day.
4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

P. DRIVE OTHER CAR COVERAGE

1. Your Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage, and Physical Damage Coverage is extended to any private passenger type "auto" you hire, borrow or do not own while being used by or in the care, custody or control of the following persons:
 - a. You, if you are designated in the Declarations as an individual.
 - b. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
 - c. Your members or managers, if you are designated in the Declarations as a limited liability company;
 - d. Your executive officers, if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company;
 - e. The spouse of any person named in P.1.a. through P.1.d. while a resident of the same household.
2. The following "autos" are not covered:

- a. Any "auto" owned by a person named in P.1.a. through P.1.d. or by any member of his or her household.
- b. Any "auto" used by a person named in P.1.a. through P.1.d. while working in the business of selling, servicing, repairing or parking "autos".
3. The most we will pay for the total of all damages under Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage is the LIMIT OF INSURANCE for each Coverage shown in the Declarations as applicable to owned "autos".
4. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be \$100 for Comprehensive Coverage and \$250 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

Q. KNOWLEDGE OF OCCURRENCE

The following is added to **Section IV - Business Auto Conditions**, Paragraph A.2.:

- d. Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.
- e. Notice of an "accident" or "loss" to your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.
- f. Your rights under this policy shall not be prejudiced if you fail to give us notice of an "accident" or "loss", solely due to your reasonable and documented belief that the event is not covered by this policy.

The following is added to **Section IV- Business Auto Conditions, Paragraph A.2.b.:**

- (6) Knowledge of the receipt of documents concerning a claim or "suit" will be considered knowledge of yours only if receipt of such documents is known to you, if you are an individual, a partner, an executive officer, or an employee designated by you to forward such documents to us.

R. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV-Business Auto Conditions, Paragraph A.5.:**

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under **B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

S. UNINTENTIONAL OMISSIONS

The following is added to **Section IV- Business Auto Conditions, Paragraph B.2.:**

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional.

T. BODILY INJURY REDEFINED

Section V- Definitions, Paragraph C. is deleted and replaced by the following:

- C. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

U. EMPLOYEE HIRED AUTO

1. Changes In Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0077)

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 Maury) SS

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

1. He or she is the Amer + Managing Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Best Cleaners of Columbia, LLC dba New Brand Cleaners
(legal name of entity submitting bid or proposal)

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

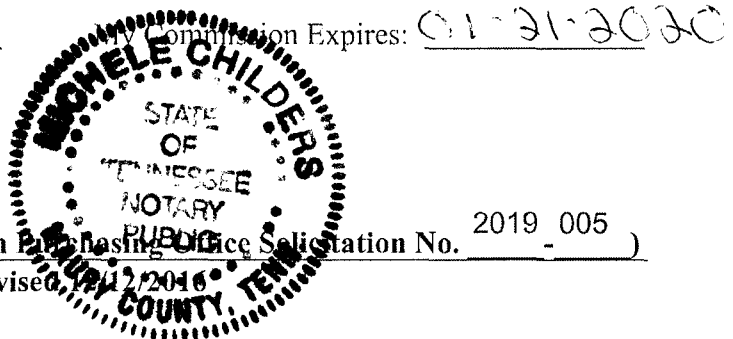
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual,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

[Signature]
(signature of person whose printed name appears above)

Managing Member Owner
(title of person whose printed name appears above)

Sworn and subscribed to before me this 19 day of March, 2019

Michelle Childers
(Notary Public)



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