

# **CITY OF FRANKLIN, TENNESSEE**

## **PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0101)

---

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

1. CITY issued on February 28, 2019 Purchasing Office Solicitation No. 2019-008, a procurement solicitation for bids for propane fuel for propane-powered equipment ("SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated March 13, 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. The U.S. Energy Information Administration (EIA) commodity index URL cited by VENDOR in SUBMITTAL is hereby replaced with the following EIA URL or its successor URL: [https://www.eia.gov/dnav/pet/pet\\_pri\\_wfr\\_a\\_EPLLP\\_PWR\\_dpgal\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_wfr_a_EPLLP_PWR_dpgal_w.htm). The data series applicable to this AGREEMENT is "wholesale propane" for "Midwest (PADD 2)" area or its successor data series.
4. VENDOR has now also submitted 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.
5. 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.
6. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by VENDOR and the acceptance by CITY of all of the products and/or services ordered from VENDOR, 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.
7. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by VENDOR and the acceptance by CITY of all of the products and/or services ordered from VENDOR, 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.
8. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
9. VENDOR included in SUBMITTAL CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

# CITY OF FRANKLIN, TENNESSEE

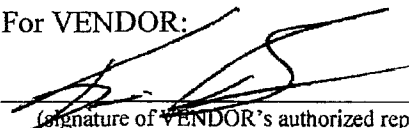
## PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0101)

10. CITY awarded on May 14, 2019 to VENDOR the purchase of propane fuel for propane-powered equipment pursuant to SOLICITATION and SUBMITTAL.
11. Delivery to CITY by VENDOR of the propane storage cylinders and the propane storage cylinder storage racks, and the first delivery of propane fuel, shall be completed within five (5) CITY business days of the date of CITY's notice of award, unless a later delivery has been authorized in writing by CITY. If CITY requests non-scheduled delivery of propane and refilling of the propane storage cylinders at one or more points of delivery designated by CITY, such delivery and refilling shall be provided by VENDOR within two (2) CITY business days of CITY making and VENDOR receiving the request. Failure by VENDOR to meet the delivery schedule as described in this paragraph shall constitute grounds for CITY to consider VENDOR to be in breach of contract.
12. The term of award shall commence upon execution of this AGREEMENT (the effective date of this AGREEMENT) and shall expire three (3) years from the effective date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with CITY's Parks Director, 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.
13. 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: Account Manager

For CITY:

\_\_\_\_\_  
(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

\_\_\_\_\_  
Tiffani M. Pope, Staff Attorney

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0101)

---

**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.: 2019-008

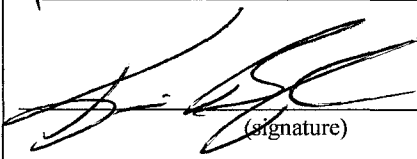
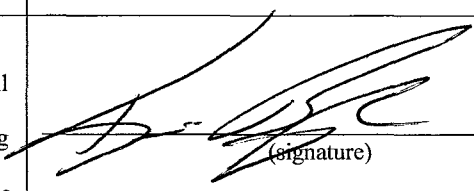
Bidder's name, street address, and mailing address (if different):	<u>Heritage Propane</u> <u>101 Noah Drive</u> <u>Franklin, TN 37064</u>
Bidder's contact person's name (printed), title, telephone number and e-mail address:	<u>Kevin Broyles</u> <u>Account Manager</u> <u>931-349-4794</u> <u>kevin.broyles@americus.com</u>
Does the bidder take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
Quoted all-encompassing unit price per U.S. gallon for the delivered propane and all other products provided and services rendered, such price per U.S. gallon to be expressed in terms of U.S. dollars above a published commodity index or other benchmark pertaining to the service provider's cost of supplying propane (to specifically include the delivered propane, the provided propane cylinders and the provided propane cylinder storage racks as well as all other aspects of the arrangement established pursuant to this procurement solicitation):	<u>\$1.02</u> per U.S. gallon above a published commodity index or other benchmark
Name and source of published commodity index or other benchmark upon which bidder's bid is based:	<u>www.eia.gov/todayinenergy/prices</u>
Value as of March 7, 2019 of published commodity index or other benchmark upon which bidder's bid is based:	<u>\$ .68</u> per U.S. gallon
Are the City's preferred delivery terms (FOB destination, freight prepaid and allowed) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____.
Last date (no sooner than May 31, 2019) that bid and associated pricing is valid and may be accepted by the City:	<u>May 31, 2019</u>

# Bid Submittal Form

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

## City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2019-008

<b>Bidder's name:</b>	<u>Heritage Propane</u>
<b>Method of payment</b> – 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.
<b>Are the following components included with this Bid Submittal Form in the bid submittal?</b> <ul style="list-style-type: none"><li>• City of Franklin Specifications, marked by the bidder as to compliance therewith as per the instructions therein;</li><li>• Identification, listing and description of any exceptions to the procurement solicitation including the Specifications;</li><li>• Contact information for required references (see Instructions for Bidders);</li><li>• City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted;</li><li>• Bidder's proposed agreement or contract, if any, the terms and conditions of which are not inconsistent with the City's Standard Procurement Terms and Conditions;</li><li>• City of Franklin Affidavit of Non-Collusion, executed in full;</li><li>• City of Franklin Affidavit of Title VI Compliance, executed in full; and</li><li>• If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.</li></ul>	<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).
<b>Acknowledge any and all issued addenda to this solicitation:</b> (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	<input type="checkbox"/> Addendum No. 1. <input type="checkbox"/> Addenda Nos. 1 through _____. <input checked="" type="checkbox"/> No addenda.
<b>Subscription and affirmation of bidder's authorized representative:</b> 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)
<b>Signature of bidder's authorized representative:</b> 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)
<b>Title of bidder's authorized representative:</b>	<u>Account Manager</u>
<b>Date of signatures:</b>	<u>3-13-19</u>

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-008

---

1. Solicitation identified: These Specifications apply to the following procurement solicitation:

**propane fuel for propane-powered equipment**

**Purchasing Office Solicitation No.: 2019-008**

2. Notice to Bidders publication date: **February 28, 2019**
3. Solicitation release date: **February 28, 2019**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **March 7, 2019, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **March 14, 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: **April 1, 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: **April 9, 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 bidder to furnish all labor, materials and means necessary to supply and deliver propane fuel, propane storage cylinders and propane storage cylinder outdoor storage racks, all as specified below. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
  - a. To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
  - b. Any deviation or variance from the City's specifications shall be considered by the City to be an exception.
  - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-008

---

prepared by the bidder and included in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to supply and deliver the specified products and render the specified services.
- 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 supply and deliver the specified products and render the specified services, 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 as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder, then the bidder 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 or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the City's preferred payment terms are unacceptable to the bidder, then the bidder 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.

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-008

---

- f. Use of subcontractors. The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid. 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.
- 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 bidder 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 bidder 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 bidder 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 bidder's representation that materials supplied by the bidder 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



# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-008

---

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.

11. Detailed specifications: Please note:

- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and provided in or with the bid, 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. General.

11.1.1. C The City of Franklin, Tennessee seeks bids from qualified suppliers and/or service providers to supply and deliver, to one or more City facilities, propane fuel, propane storage cylinders and propane storage cylinder outdoor storage racks, all according to a mutually agreeable schedule. The fuel is intended to be used to power the City's Parks Department fleet of commercial-grade propane-powered lawn mowers and other propane-powered equipment of various designs and sizes.

11.1.2. C The propane fuel and hardware to be supplied pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of three (3) years, 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.

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-008

---

- 11.1.3. 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 bidder awarded the purchase may choose to exercise an option to extend the term of award twice, 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 bidder awarded the purchase 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 bidder awarded the purchase each specifically retain the right, with or without cause, not to extend the term of award.
- 11.1.4. C Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to supply and deliver the specified products and to render the specified services.
- 11.1.5. C The bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.1.6. C Bidder awarded the purchase shall unload or offload and deposit the deliverables at the City facility or facilities of the City's choosing.
- 11.1.7. C Bidder awarded the purchase shall provide any labor and equipment necessary to unload or offload the deliverables in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 11.1.8. Insurance requirements:
- 11.1.8.1. C Before award of the procurement by the City, the bidder recommended to be awarded the purchase shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage:

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-008

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	<ul style="list-style-type: none"><li>• \$1,000,000 Each Occurrence</li><li>• \$2,000,000 General Aggregate</li><li>• \$1,000,000 Personal and Advertising Injury</li><li>• \$2,000,000 Products-Completed Operations Aggregate</li><li>• Coverage shall be Primary and Non-Contributory</li><li>• Waiver of Subrogation shall apply</li></ul>	Certificate of Insurance shall indicate Certificate Holder <sup>1</sup> 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 <sup>1</sup> as Additional Insured with Additional Insured endorsement attached
Workers Compensation <sup>2</sup>	<ul style="list-style-type: none"><li>• Statutory Limits</li><li>• Waiver of Subrogation shall apply</li></ul>	Certificate Holder <sup>1</sup> only
Employers Liability <sup>2</sup>	<ul style="list-style-type: none"><li>• \$1,000,000 Bodily Injury Each Accident</li><li>• \$1,000,000 Policy Limit Bodily Injury by Disease</li><li>• \$1,000,000 Each Employee Bodily Injury by Disease</li></ul>	Certificate Holder <sup>1</sup> only

## 11.1.8.2.

C

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by the bidder awarded the purchase and the acceptance by the City of all of the products and/or services ordered from the bidder awarded the purchase, 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.

<sup>1</sup> Certificate Holder shall be listed as follows:

City of Franklin  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064

<sup>2</sup> 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.: 2019-008

---

- 11.1.8.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by the bidder awarded the purchase and the acceptance by the City of all of the products and/or services ordered from the bidder awarded the purchase, pursuant to this procurement solicitation, then the bidder awarded the purchase shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation.
- 11.1.8.4. C The bidder awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid.
- 11.2. C **Detailed.**
- 11.2.1. C City facilities to which propane is to be delivered include, but are not limited to, City's Parks Department Jim Warren Park maintenance facility (705 Boyd Mill Ave., Franklin, TN 37064).
- 11.2.2. C During the term of service, one or more points of delivery within the corporate limits of Franklin, Tennessee may be added by the City. The arrangement, including unit pricing, established pursuant to this procurement solicitation shall be expandable to include any points of delivery that may be added by the City.
- 11.2.3. C Deliveries shall be made between 7:00 a.m. and 3:00 p.m. Monday through Friday except holidays observed by the City.
- 11.2.4. C Pricing quoted by the bidder shall be an all-inclusive unit price per U.S. gallon for the delivered propane and all other products provided and services rendered, such price per U.S. gallon to be expressed in terms of U.S. dollars above a published commodity index or other benchmark pertaining to the service provider's cost of supplying propane, said index or benchmark and its source to be identified by the bidder on the Bid Submittal Form it completes and provides as part of its bid. The price per U.S. gallon shall specifically include the delivered propane as well as all other aspects of the arrangement established pursuant to this procurement solicitation.
- 11.2.5. C Bidder shall indicate on the Bid Submittal Form the value as of March 7, 2019 of the published commodity index or other benchmark upon which the bidder's bid is based.

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-008

---

- 11.2.6. C For purposes of calculating the annual value of the bidder's bid, City shall multiply 1,600 gallons to the sum of (1) the bidder's quoted all-encompassing unit price per U.S. gallon for the delivered propane and all other products provided and services rendered, such price per U.S. gallon to be expressed in terms of U.S. dollars above a published commodity index or other benchmark pertaining to the service provider's cost of supplying propane, and (2) the value as of March 7, 2019 of the published commodity index or other benchmark upon which the bidder's bid is based, as such value is verified by the City.
- 11.2.7. C City hereby specifically rejects any other fee or surcharge. Examples of such rejected other fees or surcharges include, but are not limited to, delivery fuel charges, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Any changes to the vendor's cost of doing business and/or product supply and delivery, such as any example listed above, shall be absorbed by the vendor and shall not be subject to direct pass-through to the City.
- 11.2.8. C For each point of delivery designated by the City, the bidder awarded the purchase shall supply, deliver as needed, install outdoors, in a specific location acceptable to the City, maintain and replace as necessary a number of propane storage cylinder outdoor storage racks, such as lockers or cages, sufficient to handle the number of propane storage cylinders then required by the City. City shall be responsible for securing the storage racks to the ground for stability. During the term of service, the storage racks would not be owned by the City. In addition, at any time upon or following the conclusion of the term of service, no transfer to the City of ownership of the storage racks would necessarily result from any business relationship established pursuant to this procurement solicitation.
- 11.2.9. C During the term of service, the number of propane storage cylinder outdoor storage racks required by the City at each point of delivery designated by the City may fluctuate to accommodate the fluctuating number of propane stage cylinders required by the City.

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-008

11.2.10. C For each point of delivery designated by the City, the bidder awarded the purchase shall supply, deliver as needed, install in the propane storage cylinder outdoor storage racks, secure, maintain and replace as necessary empty propane storage cylinders. During the term of service, these cylinders would not be owned by the City. In addition, at any time upon or following the conclusion of the term of service, no transfer to the City of ownership of these cylinders would necessarily result from any business relationship established pursuant to this procurement solicitation.

11.2.11. C For each point of delivery designated by the City, the bidder awarded the purchase shall refill the propane storage cylinders then required by the City with propane supplied and delivered to the respective point of delivery. Replacing or exchanging propane storage cylinders as a means of supplying propane to the City is prohibited under the terms of this arrangement.

11.2.12. C The empty propane storage cylinders to be provided at the outset of this arrangement shall be of the following quantities and sizes:

Quantity	Size
39	33.5 pounds
12	43 pounds

11.2.13. C During the term of service, both the total quantity as well as the quantities per size of propane storage cylinders required by the City may fluctuate.

11.2.14. C The City estimates it may purchase approximately 1,600 U.S. gallons of propane per year pursuant to this arrangement. This estimated amount is neither a guaranteed minimum nor a guaranteed maximum and is only an approximation.

11.2.15. C The quantity of propane the City anticipates purchasing pursuant to this arrangement will fluctuate from week to week, especially during the mowing season as compared to off-season.

11.2.16. C The frequency of the delivery of propane and refilling of the propane storage cylinders at each point of delivery designated by the City shall be at the discretion of the bidder awarded the purchase but must be sufficient to prevent the Parks Department from running out of propane at that respective point of delivery.

11.2.17. C If the City requests non-scheduled delivery of propane and refilling of the propane storage cylinders at one or more points of delivery designated by the City, such delivery and refilling shall be provided by the bidder awarded the purchase within two (2) City business days of the City making and the bidder awarded the purchase receiving the request.

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-008

---

- 11.2.18. C Delivery to the City by the bidder awarded the purchase of the propane storage cylinders and the propane storage cylinder storage racks, and the first delivery of propane fuel, shall be completed within five (5) City business days of the date of the City's notice of award, unless a later delivery has been authorized in writing by the City. Failure by the bidder awarded the purchase to meet this delivery schedule, or the schedule specified above for non-scheduled delivery of propane, shall constitute grounds for the City to consider the bidder awarded the purchase to be in breach of contract.
- 11.2.19. C At or following the conclusion of the term of service, any propane remaining in the propane storage cylinders supplied by the bidder awarded the purchase shall become the property of the bidder awarded the purchase.
- 11.2.20. C At or following the conclusion of the term of service, the bidder awarded the purchase shall, at a time mutually convenient to the City and the bidder awarded the purchase, collect all propane storage cylinders and propane storage cylinder outdoor storage racks it has provided to the City pursuant to this arrangement. While the City shall take reasonable precautions to safeguard the property belonging to the bidder awarded the purchase, there shall be no penalty imposed for any lost or stolen propane storage cylinders and/or propane storage cylinder outdoor storage racks provided by the bidder awarded the purchase to the City pursuant to this arrangement.

# References

City of Franklin  
705 Boyd Mill Avenue  
Franklin, TN 37064  
Lawn Mower Propane Service  
Brian Walker  
615-598-4155  
[Brian.walker@franklin.gov](mailto:Brian.walker@franklin.gov)

Volunteer Welding  
815 5<sup>th</sup> Avenue South  
Nashville, TN 37203  
Bulk and Cylinder Account  
David Maynard- Account Manager  
615-806-0863  
[davidm@volunteerwelding.com](mailto:davidm@volunteerwelding.com)

Emerson Hermetic Motor  
150 Emerson Bypass  
Russellville, KY 42276  
Bulk and Cylinder Account  
Bruno Griffin- MRO Supervisor  
270-726-0341  
[Bruno.griffin@emerson.com](mailto:Bruno.griffin@emerson.com)



# Affidavit of Non-Collusion

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

State of Tennessee )  
County of Williamson ) SS

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

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

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

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

[Signature] (signature of Affiant) Account Manager (title of Affiant)

Sworn and subscribed to before me this 13<sup>th</sup> day of March, 2019

Teresa Key (Notary Public) Commission Expires: 9-21-22

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

**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 )  
 ) SS  
County of Williamson )  
Affiant, Kevin Broyles, deposes and makes oath that:  
(printed name of person signing Affidavit)

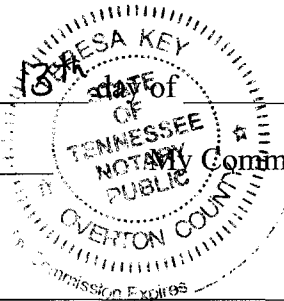
1. He or she is the Representative of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Heritage Propane,  
(legal name of entity submitting bid or proposal)

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

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

[Signature] (signature of Affiant)      Account Manager (title of Affiant)

Sworn and subscribed to before me this 13th day of March, 2019  
Jeressa Key (Notary Public)      Commission Expires: 9-21-22



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

State of Tennessee )  
County of Williamson ) SS

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

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

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

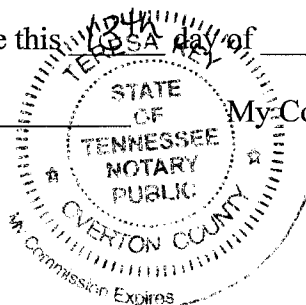
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at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

[Signature]  
(signature of Affiant)

Account Manager  
(title of Affiant)

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

Teresa Key  
(Notary Public)



My Commission Expires: 9-21-22

**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

**(City of Franklin Contract No. 2019-0101)**

---

**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\_008

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

In the case of Vendor:

Heritage Propane

Attn: Kevin Broyles

101 Noah Dr.

Franklin, TN 37064

FAX: 615-591-9751

E-mail: [kevin.broyles@amerigas.com](mailto:kevin.broyles@amerigas.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 30<sup>th</sup> 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. 2019-0101)

---

## **Attachment No. 3**

### **CERTIFICATE OF INSURANCE**

<b>Certificate Date</b>	<b>Producer</b>	<b>Certificate Number</b>	<b>Certificate Holder</b>	<b>Type of Insurance</b>	<b>Policy Expiration</b>
4/9/2019	MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	F9B93TED	City of Franklin 109 3rd Ave. South Franklin, TN 37064	Commercial General Liability	7/1/2019
				Automobile Liability	7/1/2019
				Workers Compensation and Employers' Liability	7/1/2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2019

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

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

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 800-476-2211 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> AmeriGas Propane, L.P. P.O. Box 858 Valley Forge, PA 19482	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B :Indemnity Insurance Company of North America</td><td>43575</td></tr><tr><td>INSURER C :ACE Fire Underwriters Insurance Company</td><td>20702</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :ACE American Insurance Company	22667	INSURER B :Indemnity Insurance Company of North America	43575	INSURER C :ACE Fire Underwriters Insurance Company	20702	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :ACE American Insurance Company	22667														
INSURER B :Indemnity Insurance Company of North America	43575														
INSURER C :ACE Fire Underwriters Insurance Company	20702														
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**

CERTIFICATE NUMBER:F9B93TED

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G71095617	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 2,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,500,000 GENERAL AGGREGATE \$ 2,500,000 PRODUCTS - COMP/OP AGG \$ 2,500,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H2515941A	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	SCF C65227745 (WI) WLR C65227666 (CA, MA) WLR C65227708 (HVAC) WLR C65227629 (AOS)	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 \$ \$ \$ \$ \$

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

Certificate Holder is included as Additional Insured (excluding Workers' Compensation) and Waiver of Subrogation applies except where not permissible by law if required by written contract subject to policy terms, conditions and exclusions.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 

POLICY NUMBER: HDO G71095617

Endorsement Number: 42

**COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

However:

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

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

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

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

whichever is less.

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

### ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured UGI Corporation			Endorsement Number 10
Policy Symbol ISA	Policy Number H2515941A	Policy Period 07/01/2018 TO 07/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

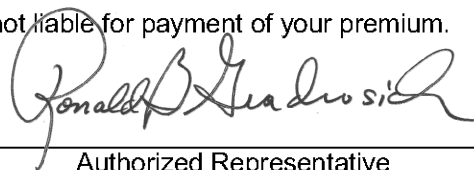
#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

  
\_\_\_\_\_  
Authorized Representative

**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

**(City of Franklin Contract No. 2019-0101)**

---

**Attachment No. 4**

**INDEMNIFICATION AGREEMENT**

# Indemnification Agreement

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

## City of Franklin, Tennessee

State of Tennessee )  
County of Williamson ) SS

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

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

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

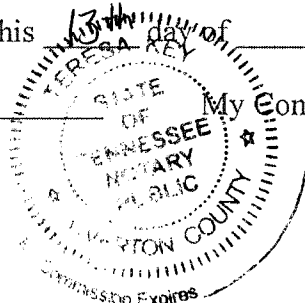
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, 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)

Account Manager  
(title of person whose printed name appears above)

Sworn and subscribed to before me this 13th day of March, 2019

Teresa Key  
(Notary Public)



My Commission Expires: 9-21-22

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