

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2017-0369)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Puryear, Newman & Morton, PLLC ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on November 18, 2017 Purchasing Office Solicitation No. 2018-004, a request for qualifications for legal counsel and professional services pertaining to real estate closings for the City's voluntary purchase and sale of real estate or its acquisition by eminent domain for City public works projects and other public purposes, and (b) on December 8, 2017 Addendum No. 1 to Purchasing Office Solicitation No. 2018-004 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a statement of qualifications dated December 18, 2017 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with VENDOR's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. VENDOR has now also submitted 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 meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. 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.
6. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
7. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
8. VENDOR included in SUBMITTAL CITY's Notice of Confidentiality and Proprietary Rights, executed for VENDOR ("NOTICE OF CONFIDENTIALITY AND PROPRIETARY RIGHTS"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2017-0369)

9. VENDOR included in SUBMITTAL CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.
10. CITY awarded on January 23, 2018 to VENDOR the purchase of legal counsel and professional services pertaining to real estate closings for the City's voluntary purchase and sale of real estate or its acquisition by eminent domain for City public works projects and other public purposes pursuant to SOLICITATION and SUBMITTAL.
11. The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with the City Attorney, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) NOTICE OF CONFIDENTIALITY AND PROPRIETARY RIGHTS (e) SOLICITATION; and (f) SUBMITTAL.

EXECUTED THIS 23rd DAY OF April 2019

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: Member

For CITY:


(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:


Tiffani M. Pope, Staff Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0369)

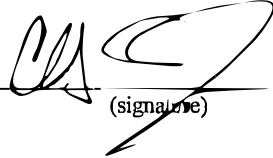

Attachment No. 1

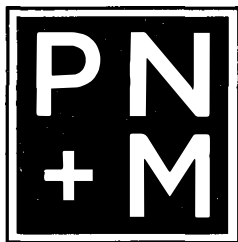
Excerpts from SUBMITTAL

Response Submittal Form
a form required to be completed by respondents to
City of Franklin, Tennessee
Purchasing Office Solicitation No.: 2018-004

Respondent's name, street address, and mailing address (if different):	Puryear, Newman & Morton, PLLC 130 Fourth Avenue South Franklin, TN 37064
Respondent's contact person's name (printed), title, telephone number and e-mail address:	Charles E. Morton IV 615 790 2444 cmorton@pnmlaw.com
Does the respondent take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, respondent 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, respondent 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 respondent?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, respondent requests the following payment terms: _____.
Last date (no sooner than February 28, 2018) that submittal is valid and may be accepted by the City:	March 31, 2018
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which electronic payment method would the respondent prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.

Response Submittal Form
a form required to be completed by respondents to
City of Franklin, Tennessee
Purchasing Office Solicitation No.: 2018-004

Respondent's name:	<u>Puryear, Newman & Morton, PLLC</u>
Are the following included with this Response Submittal Form in the submittal? <ul style="list-style-type: none"> Detailed respondent-supplied statement of qualifications responsive to Request for Qualifications; Identification, listing and description of any exceptions to the procurement solicitation; City of Franklin Standard Procurement Terms and Conditions, with the respondent's contact information inserted; Respondent's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; Affidavit of Non-Collusion, executed in full; and Affidavit of Title VI Compliance, executed in full. 	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, respondent chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the submittal non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its response, it is the responsibility of each potential respondent to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	<input type="checkbox"/> Addendum No. _____ <input type="checkbox"/> Addenda Nos. _____ <input checked="" type="checkbox"/> No addenda.
Subscription and affirmation of respondent's authorized representative: By submission of this response, each submitter and each person signing on behalf of any submitter certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each submitter is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 _____ (signature)
Signature of respondent's authorized representative: I affirm that I am authorized by the respondent to sign this Response 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 response submitted herewith.	 _____ (signature)
Title of respondent's authorized representative:	<u>Member</u>
Date of signatures:	<u>December 18, 2017</u>



Solving Legal Matters.

December 19, 2017

City of Franklin Purchasing Office Solicitation No. 2018-004
 109 Third Avenue South
 P.O. Box 305
 Franklin, TN 37065

Re: Real Estate Closing Vendor

Dear Purchasing Manager:

Puryear Newman & Morton, PLLC (PN+M) was established in 2001 by Mark L. Puryear III, Phillip R. Newman and Charles E. Morton IV. In addition, the firm employs one other attorney and has a full time staff of five. The firm also employs additional staff on an as-needed basis for various matters. The firm handles civil, criminal and transactional matters for its clients. Since its inception in 2001, the firm has provided realty title searches and closing services to its clients. Prior to founding PN+M, Mr. Morton was employed with Berry & Oglesby in Franklin and has provided title searches, opinion letters and closings to his clients since 1996. The firm has represented institutional clients and lenders in providing title reports, opinion letter and closings and has served the City previously in these capacities.

PN+M has reviewed the provisions of the City's Request for Qualifications and accepts these terms without qualification. PN+M will provide real estate closings for the City of Franklin in a timely and professional manner at such times as requested by the City of Franklin at a cost of \$450.00 per closing.

We look forward to the opportunity to serve you.

Sincerely,

PURYEAR, NEWMAN & MORTON, PLLC

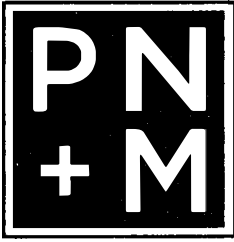
Charles E. Morton IV

Mark L. Puryear III
 Phillip R. Newman†
 Charles E. Morton IV††

Alisha Guertin Warner
 Abigail E. Ruiz

† Rule 31 Listed Family &
 General Civil Mediator

†† Rule 31 Listed General Civil Mediator



Solving Legal Matters.

Statement of Qualifications

Puryear, Newman & Morton, PLLC (PN+M) was established in 2001 by Mark L. Puryear, III, Phillip R. Newman and Charles E. Morton IV. In addition, the firm currently employs one other attorney and has a full time staff of five. The firm also employs additional staff on an as-needed basis for various matters. The firm handles civil, criminal and transactional matters for its clients. Since its inception, the firm has provided realty title searches to its clients. Prior to founding PN+M, Mr. Morton was employed with Berry & Oglesby in Franklin and has provided real estate closing services to his clients since 1996. The firm has provided closing services for the city of Franklin as well as individuals, institutional clients and lenders.

PN+M has reviewed the provisions of the City's Request for Qualifications and accepts these terms without qualification. PN+M will provide real estate closings for the City of Franklin. PN+M shall provide these services in a timely and professional manner at such times as requested by the City of Franklin.

We look forward to the opportunity to serve you.

Mark L. Puryear III
Phillip R. Newman†
Charles E. Morton IV††

Alisha Guertin Warner
Abigail E. Ruiz

† Rule 31 Listed Family &
General Civil Mediator

†† Rule 31 Listed General Civil Mediator

2018-004
Puryear, Newman & Morton, PLLC
References for title services and closings:

Renasant Bank

9135 Carothers Parkway
Franklin, TN 37067
Title searches
Title opinion letters
Real estate transactions
Harrison Crabtree, VP
615.764.4100

TVG Tennessee I, LLC

6200 Wildings Blvd
College Grove, TN 37046
Title searches
Title opinion letters
Real estate transactions
Lori Roth/Robert Shiels
615.368.3044

Franklin Synergy Bank

1015 Westhaven Blvd. Suite 150
Franklin, TN 37064
Title searches
Title opinion letters
Real estate transactions and closings
Jason Kaplan
615.656.5893

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, Charles E. Morton IV, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the authorized Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Puryear, Newman & Morton, PLLC
(legal name of entity submitting bid or proposal)

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

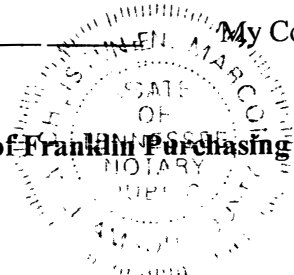
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer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

Sworn and subscribed to before me this 15 day of December, 2017

(signature) My Commission Expires: 11/17/20
(Notary Public)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018-004)



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

State of Tennessee)
County of Williamson) SS

Affiant, Charles E. Morton IV, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the authorized Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Puryear, Newman & Morton, PLLC,
(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.

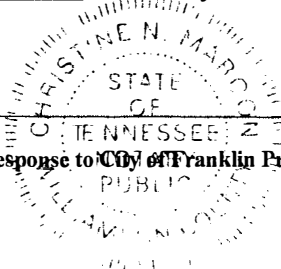

(signature of Affiant)

Member
(title of Affiant)

Sworn and subscribed to before me this 15 day of December, 2017


(Notary Public)

My Commission Expires: 11/17/20



LAW DEPARTMENT

Shauna R. Billingsley, Esq.
City Attorney
Also Licensed in Texas



HISTORIC
FRANKLIN
TENNESSEE

July 30, 2018
VIA ELECTRONIC MAIL
cmorton@pnmlaw.com

Mr. Charles E. Morton, IV, Member
Puryear, Newman & Morton, PLLC
130 Fourth Ave. South
Franklin, TN 37064

Re: COF Contract No. 2017-0369: Engagement Letter for Real Estate Closing Services

Dear Mr. Morton:

We would be pleased to retain your firm as outside counsel in connection with the above referenced matters. Your firm may be retained pursuant to the City of Franklin Code of Ordinances. In addition to the following, the terms of representation are contained in the *City of Franklin Law Department Policy and Procedures for Outside Counsel* (the "*Policy*") attached to this letter. Please familiarize yourself with the requirements contained in the *Policy* and ensure that all personnel working on City of Franklin matters are familiar with them as well. By continuing to undertake further representation, you are agreeing to abide by the terms of the *Policy*.

Please identify an individual to serve as a Principal Client Contact as required under the *Policy*. This person will serve as the Law Department's main point of contact for this engagement. It is also important that you keep the City Attorney's office informed regarding all aspects of the work in accordance with the requirements set out in the *Policy*. Please note that all bills should be submitted to my attention. Please use the name of the matter on your bills, and bill each matter separately from any other work you are performing for the City. For all billing inquiries, please provide us with a business office contact.

Please note that the City is willing to pay an hourly rate of \$300.00 for attorneys, \$200.00 for associates, and \$100.00 for paralegals. Any additional terms and conditions you may propose must be separately approved; the City has several standard terms and conditions that are not negotiable. By signing this engagement letter, you are agreeing to the terms contained in this letter, the *Policy*, and the City of Franklin Purchasing Solicitation 2018-004.

We look forward to working with you on this matter to provide the highest level of legal services to the citizens of the City of Franklin.

Sincerely,


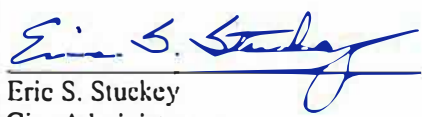
Shauna R. Billingsley
Shauna R. Billingsley
City Attorney

Attachment: City of Franklin Law Department Policy and Procedures for Outside Counsel



HISTORIC
FRANKLIN
TENNESSEE

PLEASE SIGN THE FORM BELOW AND RETURN

Rates/hour or contract rate		Principal Client Contact Information
Attorney (includes partners)	\$300/hr	Name: <u>Charles E. Morton IV</u>
Associates	\$200/hr	Telephone: <u>615 790.2444</u>
Paralegals	\$100/hr	E-mail: <u>cmorton@pnmLaw.com</u>
		Other information:
Other		
 Attorney Signature <u>Puryear, Newman & Morton, PLLC</u> Firm Date: <u>1 August 2018</u>		 Eric S. Stuckey City Administrator Date: <u>8-20-2018</u>

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0369)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2018 _ 004

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:

Puryear, Newman & Morton, PLLC

Attn: Charles E. Morton IV

130 Fourth Ave. South

Franklin, TN 37064

Fax (615) 790.2951

cmorton@pnmlaw.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

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

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2017-0369)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
1/22/2019	Full Service Insurance Agency, Inc. 903 Murfreesboro Rd. Franklin, TN 37064	CL1810806992	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Workers Compensation and Employers Liability	2/12/2019
1/29/2019	Insurance Planning & Service Company LLC 6505 Lee Highway Nashville, TN 37421	1	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Professional Liability	4/25/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2019

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).

PRODUCER Full Service Insurance Agency, Inc 903 Murfreesboro Rd. Franklin TN 37064	CONTACT NAME: Blair Perdue PHONE (A/C, No, Ext): (615) 790-0990 E-MAIL ADDRESS: bperdue@fullserviceins.com FAX (A/C, No): (615) 791-4641
INSURED Puryear, Newman & Morton Plc 130 4th Ave S Franklin TN 37064-4625	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Accident Fund Insurance Company of America INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10677

COVERAGES**CERTIFICATE NUMBER:** CL1810806992**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:			ECP 0288768	11/22/2018	11/22/2019	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCV 6080742	02/12/2018	02/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
A	CONTENTS EDP EQUIPMENT			ECP 0288768	11/22/2018	11/22/2019	CONTENTS LIMIT \$100,000
			EDP LIMIT \$35,000				

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

CERTIFICATE HOLDER**CANCELLATION**City of Franklin
109 3rd Ave South

Franklin

TN 37064

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2019

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).

PRODUCER Insurance Planning & Service Company LLC 6505 Lee Highway Nashville TN 37421		CONTACT NAME: Pamela Vaughn PHONE (A/C, No, Ext): 423-629-2400 FAX (A/C, No): 423-629-1109 E-MAIL ADDRESS: pamv@assoc-admin.com	
INSURED Puryear, Newman & Morton, PLLC 130 Fourth Avenue South Franklin TN 37064		INSURER(S) AFFORDING COVERAGE INSURER A: The Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 1****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Lawyers Professional Liability			LH5 9527898 06	04/25/2018	04/25/2019	Each Claim	\$2,000,000
							Aggregate	\$4,000,000
							Deductible	\$5,000

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

Lawyers Professional

CERTIFICATE HOLDER**CANCELLATION**

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

(City of Franklin Contract No. 2017-0369)

Attachment No. 4

**NOTICE OF CONFIDENTIALITY AND PROPRIETARY
RIGHTS**

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2018-004

THE CONTENTS OF THE CITY OF FRANKLIN, TENNESSEE PROCUREMENT AWARD MADE PURSUANT TO THE CITY'S PROCUREMENT SOLICITATION REFERENCED ABOVE, AND SOME OR ALL INFORMATION THAT MAY BE OBTAINED IN THE COURSE OF ITS PERFORMANCE, MAY INCLUDE HIGHLY CONFIDENTIAL INFORMATION THAT MAY SUBJECT ANYONE DISCLOSING SUCH INFORMATION TO CIVIL AND CRIMINAL PENALTIES IMPOSED BY LOCAL, STATE AND FEDERAL LAW.

The successful Vendor must necessarily be granted access to public and private information that may be confidential under the Tennessee Open Records Law and other privacy laws.

CONFIDENTIAL INFORMATION

As a result of the procurement award, the parties may provide each other with Confidential Information. For the purposes of this Notice, "Confidential Information" is any information disclosed or discovered in written, graphic, verbal, or machine-recognizable form, whether or not clearly marked, designated, labeled or identified as such. Notwithstanding any other provisions of this Notice, Confidential Information shall not include any information that:

1. is or becomes publicly known through no wrongful act of the receiving party;
2. is already known to the receiving party without restriction when it is disclosed;
3. is, or subsequently becomes, rightfully and without breach of this Notice, in the receiving party's possession without any obligation restricting disclosure;
4. is independently developed by the receiving party without breach of this Notice;
5. is explicitly approved for release by written authorization of the disclosing party; or
6. is required to be disclosed under state or federal law.

Each party agrees to:

1. maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by state or federal law or by a court of competent jurisdiction;
2. restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information;
3. take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing and requiring written acknowledgements from its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and
4. use such Confidential Information only in furtherance of the performance of this Notice.

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2018-004

Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the Vendor to use the Confidential Information in the manner and to the extent permitted by the scope of work. Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of Vendor's intentional, negligent, inadvertent or unintentional release of City documents or information.

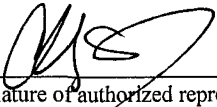
PRESERVATION OF CITY'S PROPRIETARY RIGHTS, RIGHTS OF THIRD PARTIES

The City, including its contractors, agents, employees and any third party manufacturers of any equipment, and the copyright owner of any Non-Vendor Software shall own and retain all of their respective Proprietary Rights in any Equipment and Software. Nothing in this Notice is intended to restrict the Proprietary Rights of Vendor, any copyright owner of Non-Vendor Software, or any third party manufacturer of equipment. All intellectual property developed, originated, or prepared by Vendor in connection with providing to City consulting services in connection with the evaluation of the City's equipment, software, or related systems and services remain vested exclusively in City, and this Notice does not grant to Vendor any shared development rights of intellectual property. Exclusive title to all data input, generated by or transferred into or out of the City's system by City shall remain vested in City.

Nothing in this Notice will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Vendor's Proprietary Rights. City agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

I HAVE READ THE ABOVE TERMS, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM UNDER PENALTY OF LAW.

SO ACKNOWLEDGED:



Signature of authorized representative of Vendor

18 Dec. 2017

Date

Employee's signature
(to be signed by each employee at the time of commencement of services)

Date

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2017-0369)

Attachment No. 5

INDEMNIFICATION AGREEMENT

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

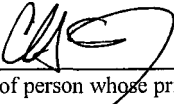
State of Tennessee)
County of Williamson) SS

On behalf of Bidder/Proposer, Charles E. Morton IV agrees that:
(printed name of person signing Agreement)

1. He or she is the authorized Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Puryear, Newman & Morton, PLLC,
(legal name of entity submitting bid or proposal)


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

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

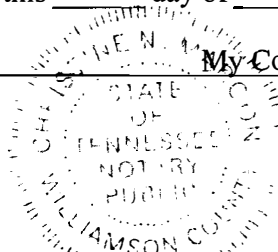

(signature of person whose printed name appears above)

Member
(title of person whose printed name appears above)

Sworn and subscribed to before me this 15 day of December, 2017


(Notary Public)

My Commission Expires: 11/17/20



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018 - 004)

Form revised 12/12/2016