



City of Franklin

109 3rd Ave S
Franklin, TN 37064
(615)791-3217

Meeting Agenda

Work Session

Tuesday, April 28, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0356](#) Consideration of Event Permit for Viva la Diva 5K/10K sponsored by Fifty Forward in Cool Springs on November 14, 2015 (04/28/15 WS)

Sponsors: Deb Faulkner
Attachments: [Viva la Diva 2015 REVISED App.pdf](#)

Legislative History
4/14/15 Work Session referred to the Work Session
2. [15-0357](#) Consideration of Event Permit for Made South Market and Presale event at the Park at Harlinsdale Farm on September 11 - 12, 2015

Sponsors: Lisa Clayton
Attachments: [Made South 2015 Event App REVISED.pdf](#)
3. [15-0434](#) *Consideration of Liquor License Renewal for Brinkmann's Wine & Spirits, (Timothy Brinkmann and Ann Brinkmann, Managing Agents) 103 International Drive, Suite 100, Franklin, TN 37067.

Sponsors: Lanaii Benne
Attachments: [2015 Certificate Tim Brinkmann.doc](#)
4. [15-0393](#) *Consideration of Liquor License Renewal for Case Select Wines and Liquors, (Mr. Thomas Michael Klaritch, Managing Agent) 3046 Columbia Avenue, Franklin, TN 37064.

Sponsors: Lanaii Benne
Attachments: [2015 CERT Klaritch 04-2015.doc](#)
5. [15-0418](#) Presentation of the 2014 Development Report

Sponsors: Planning and Sustainability Dept and Emily Hunter
Attachments: [2014 Development Report](#)

6. [15-0431](#) Presentation on the Harpeth River Watershed Feasibility Study and the Recommended Alternatives for the City of Franklin
- Attachments:** [Harpeth River City of Franklin Presentation memo.doc](#)
[Harpeth River City of Franklin Presentation April2015 \(2\).pdf](#)
7. [15-0368](#) Consideration of Resolution 2015-21 to Approve the 2015-2020 Consolidated Plan and The 2015-2016 Annual Action Plan for the CDBG funding (WS 4/28/15)
- Sponsors:** Building and Neighborhood Services (BNS) and Chris Bridgewater
- Attachments:** [Annual Action Plan](#)
[2015-2020 City of Franklin Consolidated Plan](#)
[Final.Res 2015-21.docx](#)
8. [15-0379](#) Consideration of Resolution 2015-24 Directing the Appropriation of Funds to Hard Bargain Association for the Purpose of Reducing Development Fees Associated Completing the Planned Unit Development on Mount Hope Street in the amount of \$30,000 (WS 4/28/15).
- Sponsors:** Building and Neighborhood Services (BNS) and Chris Bridgewater
- Attachments:** [Proposal to City of Franklin 4-8-15](#)
[Final.Res 2015-24.docx](#)
9. [15-0369](#) Consideration Of Bid Award To Sun Life Assurance Company Of Canada, Located In Wellesley Hills, Massachusetts, In The Total Estimated Annual Amount Of \$313,159.20, For Stop-Loss Insurance For Employee And Retiree Health And Pharmacy Programs Of The City For Fiscal Year 2016 With Options To Extend (Purchasing Office Procurement Solicitation No. 2015-026; City Contract No. 2015-0106)(WS 4/28/15)
- Sponsors:** Shirley Harmon and Sara Sylvis
- Attachments:** [2015-026 Tabulation of stop-loss bids](#)
[2015-026 recommendation from Cowan Benefit Services, Inc.](#)
[2015-026 analysis from Cowan Benefit Services, Inc.](#)
[2015-0106 Procurement Agreement 2015.04.30.1406, unsigned, with attachme](#)

10. [15-0370](#) Consideration Of Bid Award To Scott Equipment Company Of Laverne, TN In The Total Amount Of \$345,600 For Supply, Delivery And Installation Of Two (2) New Pad-Mounted Pedestal Transfer Boom Systems At The City's Solid Waste Transfer Station For The Sanitation And Environmental Services Department (Purchasing Office Procurement Solicitation No. 2015-029; \$310,000 Budgeted In 130-89530-46130 For Fiscal Year 2015; Contract No. 2015-0107)(WS 4/28/15)

Sponsors: Becky Caldwell and Brad Wilson

Attachments: [2015-029 Bid Tab](#)
[2015-0107 Procurement Agreement 2015.05.04.0928, unsigned, with attachme](#)

11. [15-0424](#) Consideration of contract with CareHere Healthsigns of Brentwood, TN for firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department for a term of award of one (1) year (CoF Contract No. 2015-0097).

Sponsors: Todd Horton

Attachments: [CareHere Healthsigns Agreement \(CoF Contract 2015-0097\)](#)

12. [15-0425](#) Consideration Of A Memorandum Of Understanding Between Williamson County, The City Of Franklin, And The Community Foundation Of Middle Tennessee For Preparation And Response To Disaster Through The Williamson County Disaster Response Fund (COF Contract No. 2015-0013) (WS 4/28/15).

Sponsors: Todd Horton

Attachments: [MOU Community Foundation of Middle Tennessee Williamson County Disaster](#)

Other Business

Adjournment

Anyone requesting accommodations due to disabilities should contact ADA coordinator at 791-3277.

OFFICE USE ONLY:

Permit No:



HISTORIC
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CITY OF FRANKLIN EVENT PERMIT APPLICATION

*Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.*

Note: Filing this application does not guarantee that your request will be granted.

Please check
all that apply:

☐ street closure

☐ parade

☐ other special event

☐ beer served (*separate permit required*)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested (if Temporary Street Closure only, list major roads to be closed):

☐ Aspen Grove Park

☐ Liberty Park

☐ Eastern Flank Battlefield Park

☐ Fieldstone Farms

☐ Pinkerton Park

☐ Jim Warren Park

☐ Harlinsdale Farm

Other: See Attachment "A"

2) Name/purpose of event: Viva la Diva Run

3) Date or dates of event: Saturday, November 14, 2015

4) Time of Event: 8:00am – 10:30am

5) Time of Street Closure (if applicable): _____

Set-Up Date/Time: 11/14 5:30am – 7:00a **Tear-down Date/Time:** 11/14 11:00am – 1:00pm

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

Anna Claire Hoffman on behalf of FiftyForward

a) Address: 174 Rains Ave. Nashville, TN 37203

b) Phone: 615-743-3402

c) Cell: 615-305-6624

d) Fax: 615-743-3480

e) E-mail address: achoffman@fiftyforward.org

7) Person in charge on day of event: Anna Claire Hoffman

Cell: 615-305-6624

E-mail address: achoffman@fiftyforward.org



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8) **Name and Cell Number of at least two others available on day of event:**

Name: Janet Jernigan Cell: 615-218-9897 E-mail address: jjernigan@fiftyforward.org

Name: Pam Brown Cell: 615-878-0392 E-mail address: pbrown@fiftyforward.org

9) **DETAILED description of event (use additional sheets):**

Please see attachment "B"

10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. ***For large-scale events, map should be obtained from the City's GIS division. Please see attachment "C"***

11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

Estimated participants: 1,200 Volunteers: 150 Spectators: 200

12) **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee. **Please see attachment "D"**

13) Is your organization based in Williamson County? Circle Yes or ☒ No

(if no, please state where: Nashville – with services in Williamson County – Attachment "E")

14) Is your organization authorized to do business in Tennessee? Circle ☒ Yes or No

15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle ☒ Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

16) Will you charge an admission/participation fee (including vendors)? If ☒ yes, please specify how much per person/vendor. Yes – see attachment "B"

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle ☒ Yes or No.

18) Is this event a fundraiser? Circle ☒ Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? FiftyForward 100%

19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or ☒ No.



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- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)? *Announcements, Awards presentation, Entertainment – all sound will be on Nissan property.*
-
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
DJ, Band, Event Emcee
-
- 23) During what time period is sound amplification requested? 6:30 am – 11:30am
-
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). tbd
-
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
Please see attachment "C" for location of tents and stage.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) Please provide detailed list. Use additional sheets. To be determined.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. Volunteers will be responsible for clean-up under the supervision of Volunteer Coordinator, Robin Johnson 615-210-4557 (mobile)
-
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or ☐ No. If yes, please list exact locations:

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or ☐ No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle ☒ yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information. See attached.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Rodney Escobar
Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



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PLEASE READ ATTACHMENTS BEFORE SIGNING APPLICATION.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: Ant Jorgensen Date: 3/2/15
Executive Director, FiftyForward (Signature and title – must be
 officer of organization) *****

Approved by the Board of Mayor and Aldermen on _____, 20____

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

Return application to:
City Administrator's Office
City Hall
109 Third Ave South
Franklin, TN 37065
615-791-3217
615-790-0469 (FAX)

Attachment A- Location/Course Maps

5K Route



A RUN FOR DIVAS AND DUDES
**VIVA
la
DIVA**
benefiting FiftyForward

Viva la Diva Run – City of Franklin Race Application

Attachment A:

1.) Location Requested

Viva la Diva 10k Route Directions – turn by turn:

- Start on Nissan Campus (existing start line) to Carothers
- Cross Carothers at light & left (north) on Carothers to Healthways entrance
- Healthways road to Cool Springs Blvd.
- Rt. (east) on Cool Springs Blvd. to Carronbridgeway
- Rt. On Carronbridgeway to Waterbury Circle
- Rt. On Waterbury Circle to Autumn Lake Trail
- Rt. On Autumn Lake Trail to Waterbury Circle
- Rt. On Waterbury Circle to Canton Stone Drive
- Lf. On Brickston St to Carronbridgeway
- Rt. On Carronbridgeway to Cool Springs Blvd.
- Rt. On Cool Springs Blvd to E. McEwen Drive
- Rt. (west) on E. McEwen to Old Liberty Pike (closed service road)
- Follow Old Liberty Pike to end at Crescent Centre Dr. (South)
- Rt. To Carothers
- Rt. (south) to Nissan entrance to finish line (existing)

Benefits of this route:

- This route uses the more heavily traveled residential roads (Cool Springs Blvd. & McEwen Dr.) at the beginning of the race allowing roads to open quickly.
- The majority of the of the race is on private or closed roads and will not impact traffic.
- The Race Route moves with traffic on public roads so police and pace car may move with participants for safety.
- The use of HealthWays road allows participants to avoid the Carothers/Cool Springs intersection for safety and less impact on traffic flow.



Opens West Sew

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Cool Springs Blvd

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68A

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68A

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Harvey Branch

Harvey Branch

Carothers Pkwy

E McEwen Dr

E McEwen Dr

gh School

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Attachment B- Event Description

Viva la Diva Run – City of Franklin Event Application

Attachment B:

9.) Detailed description of the event:

Saturday, November 14, 2015 will be the 5th annual Viva la Diva Run for Diva's and Dude's in the Cool Springs area of Franklin, Tennessee. This race is presented by FiftyForward as an event to promote and benefit health, wellness and safety programs for women and girls of all ages. It is one of five (5) events (Girls on the Run, Girls Tri it On, Team Belladium Cycling Event, Susan G. Komen Race for the Cure and Viva la Diva) marketed in the Making a Move series to promote health and wellness in Middle Tennessee.

It is the intention of FiftyForward that Viva la Diva benefits the residents and businesses of Franklin and Williamson County. It is an integral part of Nissan's employee health and wellness program with a large number of employees participating as volunteers and/or race participants.

In 2014, more than 1,200 participants registered to run/walk the certified 5K or 10K courses. Participants, spectators, volunteers and sponsors enjoyed entertainment and appearances by local officials on the Nissan campus. Nashville Striders will again be providing race management services and Williamson Medical Center will provide medical services.

Proposed changes for the 2015 Viva la Diva Run:

- **Eliminate one loop on the 10K course that caused congestion in 2014.**

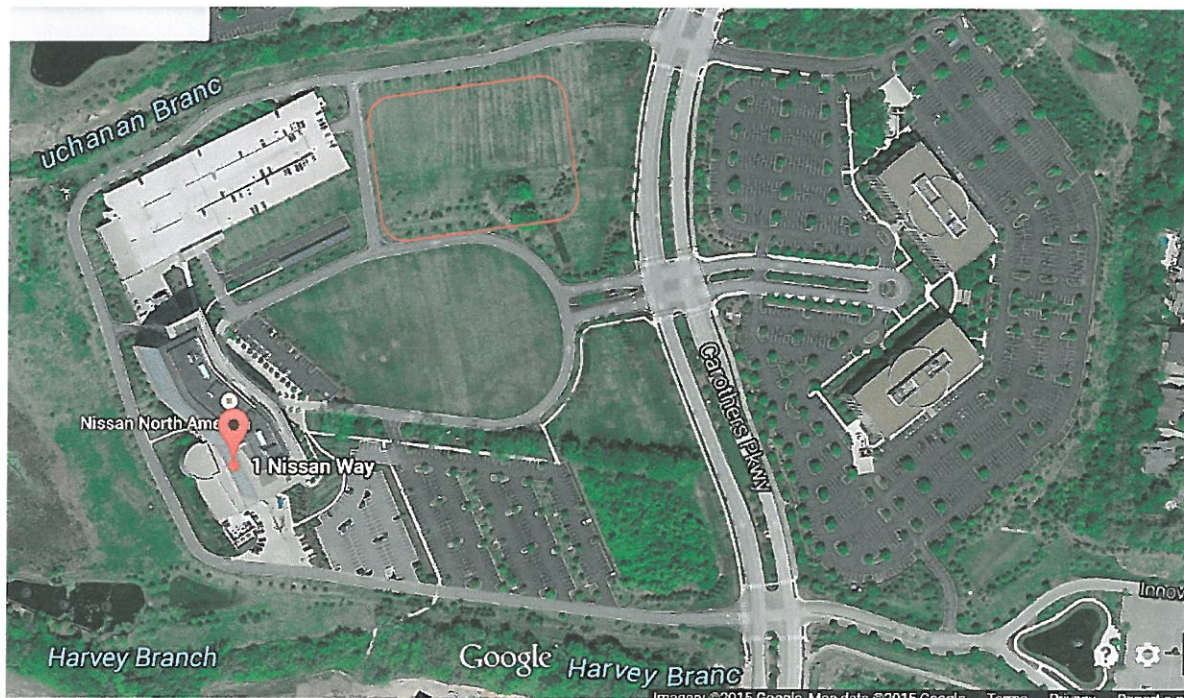
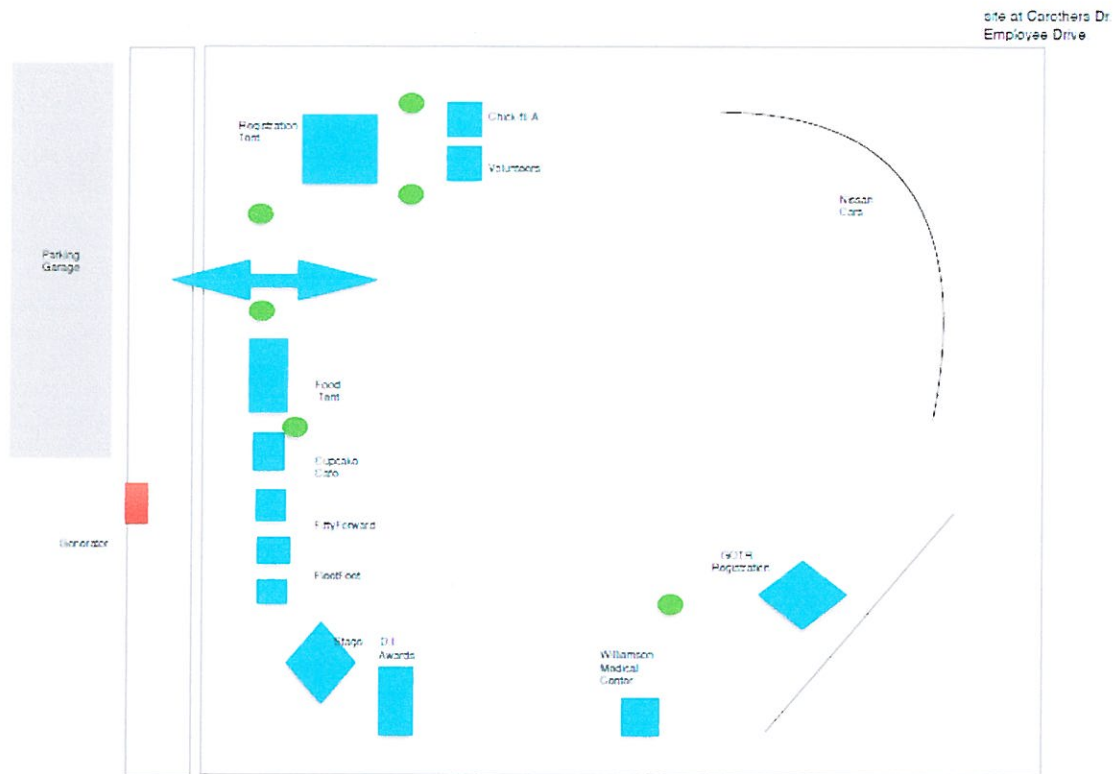
16) Participation Fees:

Event	Fee by 10/27	10/28 – 11/15	Race Day
5k	\$30.00	\$35.00	\$40.00
10k	\$35.00	\$40.00	\$45.00

Attachment C- Event Site Map

Attachment C:

Below is an enlarged diagram of the event site which is contained in the red square on the aerial shot of the event site.



Attachment D- Committee Roster

Viva la Diva 2015 Steering Committee Roster

Anna Claire Hoffman, Co-Race Director

174 Rains Ave.
Nashville, TN 37203
achoffman@fiftyforward.org
615-743-3402

Beth McCaskill, Co-Race Director

150 Third Avenue South, Suite 2800
Nashville, TN 37201
615-259-6502 phone • 615-742-6293 fax
BMcCaskill@bassberry.com

Janet Jernigan, Executive Director

174 Rains Ave.
Nashville, TN 37203
jjernigan@fiftyforward.org
615-743-3404

Robin Johnson, Volunteer Coordinator

174 Rains Ave.
Nashville, TN 37203
rjohnson@fiftyforward.org
615-743-3424

Linda Smith, Registration Coordinator

174 Rains Ave.
Nashville, TN 37203
lsmith@fiftyforward.org
615-743-3412

Betsey Hoskins, Nissan

One Nissan Way
Franklin, TN 37067
Betsey.hoskins@nissan-usa.com
615-725-5022

Pam Brown, Sponsorships

Development Director
615-743-3434
pbrown@fiftyforward.org

Misa Acox, Website/Marketing

615-743-3430
macox@fiftyforward.org

Susan Sizemore, Marketing/PR

615-743-3411
ssizemore@fiftyforward.org

Laura Tidwell, Committee Volunteer

lstidwell@nespower.com

Caroline Butler, Committee Volunteer

csbutler@comcast.net

FiftyForward Events Coordinator

Elizabeth Ralph or Alice Whitson

Vicki Smith, Primary Nissan Contact

Senior Manager, Nissan
Vicki.smith@nissan-usa.com

Peter Pressman, Race Chip Timing

President, Nashville Striders
4035 Trail Ridge Dr.
Franklin, TN 37067
Pasta4run@aol.com
615-293-8862

Gail Sonia, Race Consultant

4038 Clovercroft Rd.
Franklin, TN 37067
gailsonia@gmail.com
615-397-0978

Attachment E- Organization Location

Attachment E:

13.) Is your organization based in Williamson County?

FiftyForward formerly Senior Citizens, Inc. is a private, nonprofit organization with the mission of enriching the lives of adults 50+ by providing opportunities for health, well being and lifelong learning. Our corporate offices are based in Nashville, Davidson County. We own and operate two lifelong learning centers, FiftyForward Martin Center and FiftyForward College Grove, in Williamson County.

Services provided to Franklin residents include:

- In-home care management services for frail, low income, homebound older adults through our Living at Home Program. Approximately, 40 individuals benefit from these services annually.
- Social, recreational, educational, health/wellness and volunteer activities, classes and events are implemented for active older adults at the FiftyForward Martin Center and FiftyForward College Grove centers. In 2014, the two centers served more than 2,200 Williamson County and Franklin city residents. Additionally, several hundred other Williamson County residents of all ages participate in our community events. Some signature events include Martin Music and Memories at the Franklin Theatre, Martin Masters Art Show at the FiftyForward Martin Center and the Viva la Diva Race at Nissan America's Headquarters.
- FiftyForward's Retired Senior Volunteer Program (RSVP) members regularly provide volunteer service within Williamson County. FLIP (Friends Learning in Pairs) serves four of the eight elementary schools in FSSD and additionally serves seven schools within the Williamson County school system. In 2014, 268 Williamson County students received aid from the program. This intergenerational tutoring program serves students (K – 4th grade) who are struggling with basic reading and arithmetic skills through weekly one-on-one guidance and mentoring during the school day. RSVP volunteers also serve with Graceworks Ministries and the Harpeth River Watershed Association, both Williamson County agencies.

Viva la Diva Run – City of Franklin Race Application

Good Neighbor Letter Contact List 2015

- Businesses along Carothers (Quail Hollow to Cool Springs Boulevard)
- Business along Carothers (Liberty Pike to Quail Hollow)
- Businesses along Cool Springs Blvd. (Carothers to McEwen)
- Neighborhoods on Cool Springs Boulevard:
 - Carronbridge Subdivision
 - The Enclave of Carronbridge
 - Ashton Park
 - Avalon
- Neighborhoods on McEwen Dr.
 - The Venue of Cool Springs

Neighborhood Associations of the above have been very helpful in getting the word out about Viva la Diva by sending out email notification to residents along with our Good Neighbor letter.

Lane closure signs are posted along the route approximately 7 days prior to race day.



November 6, 2015

Dear Resident;

The 5th Annual Viva la Diva Run will take place on Saturday, November 14, 2015 from approximately 8:00am – 10:30am. Viva la Diva is an event to benefit FiftyForward programs that support the health, wellness and safety of women, men, girls and boys of all ages.

A 5k race will start at 8:00am and a 10k race at 9:00am at the Nissan Headquarters on Carothers Parkway. Participants may run or walk one or both races. Portions of Cool Springs Boulevard, McEwen Drive, and Carothers Parkway will experience temporary lane closures under the direction of course monitors and the Franklin Police Department. If your road is impacted, it should be only for a short period of time, and we have taken every precaution to keep any traffic issues to a minimum. All roads will be open by 10:30am.

Impact to Cool Springs Blvd. (between Carothers & McEwen Dr.)
Runners will be using one lane from approximately 9:05 – 9:25am

Impact to McEwen Dr. (between Cool Springs Blvd. & Carothers)
Runners will be using one lane from approximately 9:10 – 9:40am)

We apologize for any inconvenience, and we sincerely appreciate your cooperation and support of this event. We hope you will join us by participating in Viva la Diva as a runner, walker or volunteer.

If you have any questions or concerns, please visit the Viva la Diva website at: www.vivaladivaronline.org for event information and a detailed map of the race routes with anticipated road closure times.

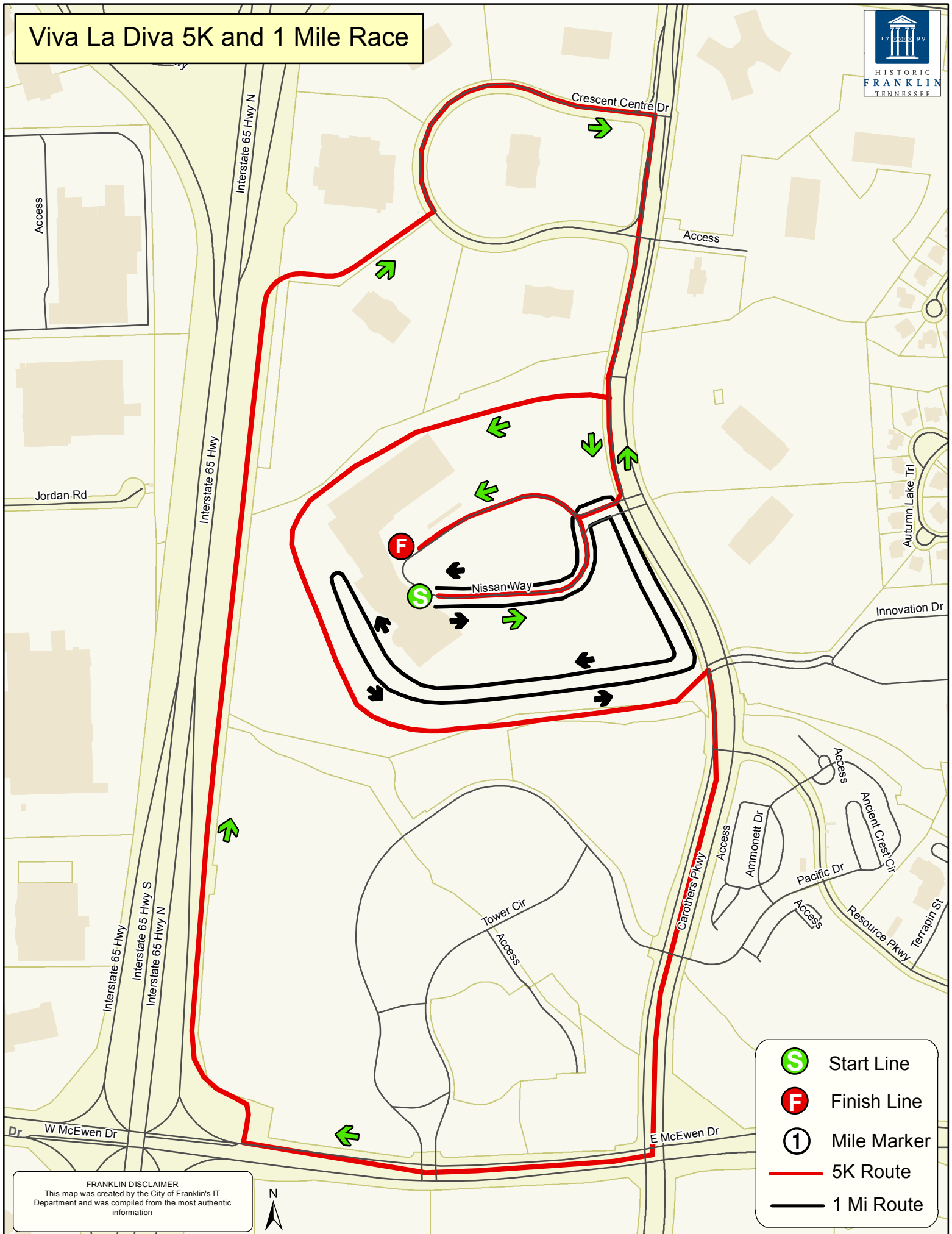
Sincerely,

Anna Claire Hoffman, Race Manager
174 Rains Avenue
Nashville, TN 37203
615-743-3402

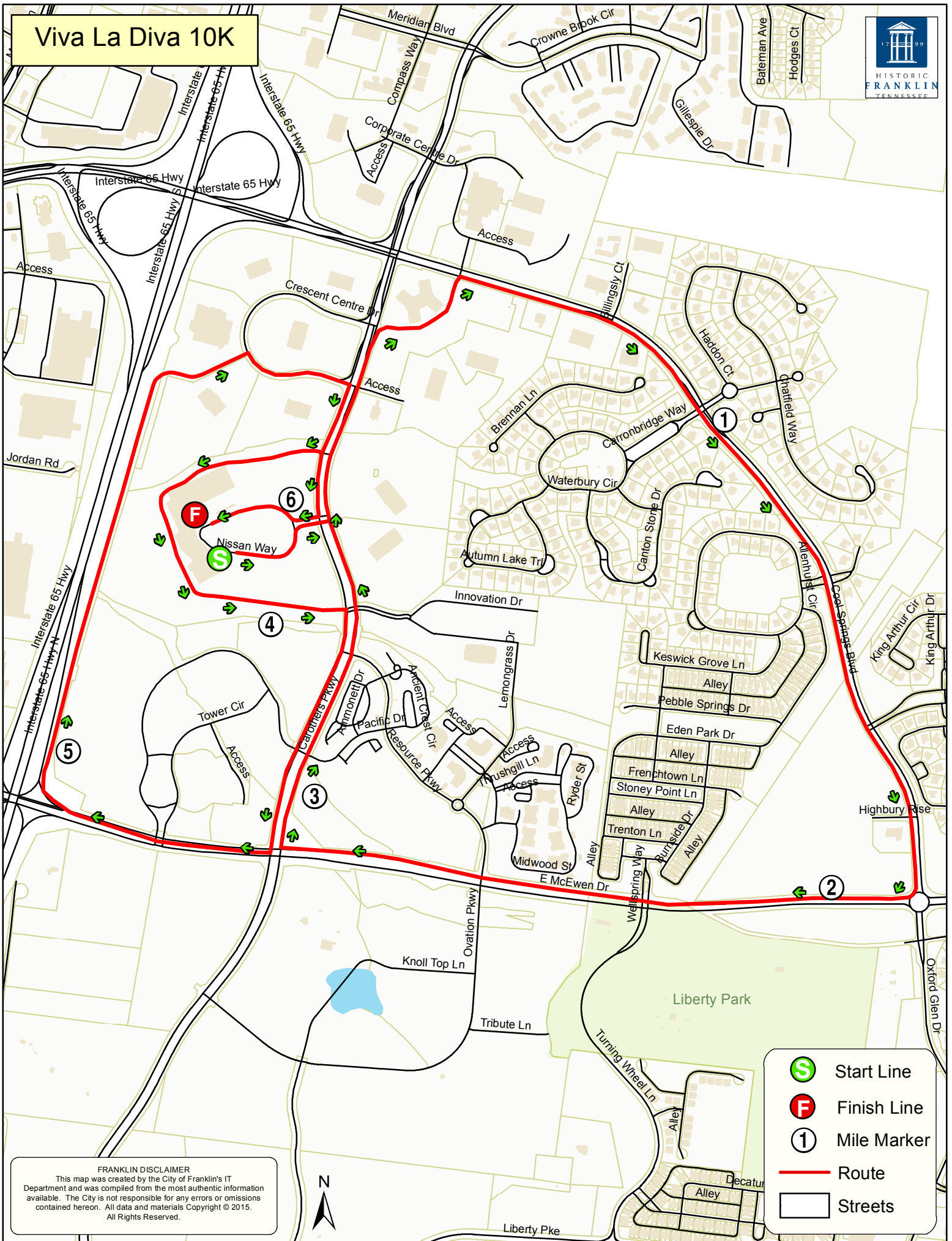
City Administrator's Office
City Hall
109 Third Ave. South
Franklin, TN 37065
615-791-3217

*Fifty
Forward*

Viva La Diva 5K and 1 Mile Race



Viva La Diva 10K



FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2015. All Rights Reserved.

OFFICE USE ONLY:

Permit No:



HISTORIC
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CITY OF FRANKLIN EVENT PERMIT APPLICATION

***Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
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Please check
all that apply:

☐ street closure

☐ parade

☒ other special event

☐ beer served (*separate permit required*)

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☐ Aspen Grove Park

☐ Liberty Park

☐ Eastern Flank Battlefield Park

☐ Fieldstone Farms

☐ Pinkerton Park

☐ Jim Warren Park

☒ Harlinsdale Farm

Other: _____

2) Name/purpose of event: MADE SOUTH MARKET AND PRESALE

3) Date or dates of event: SEPTEMBER 11 & 12, 2015

4) Time of Event: SEPTEMBER 11 (6P-9P) AND SEPTEMBER 12 (9A-6P)

5) Time of Street Closure (if applicable): _____

Set-Up Date/Time: SEP 10 @ 8AM

Tear-down Date/Time: SEP 14 @ 8AM

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

CHRISTOPHER H THOMAS (GOSEY HILL, LLC DBA MADE SOUTH)

a) Address: 4422 GOSEY HILL ROAD, FRANKLIN, TN 37064

b) Phone: 615-416-3889

c) Cell: _____

d) Fax: _____

e) E-mail address: CHRIS.THOMAS@MADESOUTH.COM

7) Person in charge on day of event: TOM SAWYER

Cell: 251-752-2214

E-mail address: TOM.SAWYER@MADESOUTH.COM



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TENNESSEE

8) **Name and Cell Number of at least two others available on day of event:**

Name: CHRIS THOMAS Cell: 6154163889 E-mail address: chris.thomas@makesouth.com

Name: KIM THOMAS Cell: 6154163887 E-mail address: chrisandkim@gmail.com

9) **DETAILED description of event (use additional sheets):**

SEE ADDITIONAL SHEETS

10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. *For large-scale events, map should be obtained from the City's GIS division.*

11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

VENDORS = 105 ATTENDEES = 2500

12) **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where: _____)

14) Is your organization authorized to do business in Tennessee? Circle Yes or No

15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. YES. TIERED PRICING. AVERAGE VENDOR WILL PAY \$325.
ADMISSION WILL BE \$12. CHILDREN WILL BE FREE.

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.

18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? WE ARE APPROACHING GRACEWORKS.

10% OF PROFIT FROM THE ENTIRE EVENT WILL GO TO THEM.

19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.



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TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle ☒ Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
MUSIC AND ENTERTAINMENT ON THE FRONT PORCH OF THE HOME.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
SIMPLE P.A. SYSTEM FOR A FULL BAND.
- 23) During what time period is sound amplification requested? FRIDAY 6P-9P AND SATURDAY 11A-6P
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). SIX DIFFERENT ARTISTS. SOME SIMPLE ACOUSTIC SOLO. SOME FULL BAND.
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) Please provide detailed list. Use additional sheets.
- 27) Will food, beverages, or merchandise be sold or given away? Circle ☒ Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. WE WILL HANDLE CLEAN UP PERSONALLY.
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or ☒ No. If yes, please list exact locations:

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle ☒ Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle ☒ yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



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**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY Chris Thomas CEO, GOSEY HILL, LLC
DBA MADE SOUTH
(Signature and title – must be officer of organization)

Date: MARCH 26, 2015

Approved by the Board of Mayor and Aldermen on _____, 20__.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

★
★ **Return application to:** ★
★ City Administrator's Office ★
★ City Hall ★
★ 109 Third Ave South ★
★ Franklin, TN 37065 ★
★ 615-791-3217 ★
★ 615-790-0469 (FAX) ★
★
★*****

DETAILED DESCRIPTION OF MADE SOUTH MARKET PRESALE EVENT ON FRIDAY,
SEPTEMBER 11, 2015 AT HARLINSDALE FARM (NORTH SIDE)

WE ARE CALLING THIS EVENT "THE BBQ, BOURBON AND BLUEGRASS PRESALE."

THIS IS A TICKETED PRESALE EVENT FOR A MAXIMUM OF 300 GUESTS.

WE WILL HAVE 95 MAKERS FROM ALL OVER THE SOUTH SET UP READY TO SELL THEIR PRODUCTS TO GUESTS.

WE WILL BE BRINGING IN A PITMASTER FOR BBQ PREPARATION.

WE WILL BE PARTNERING WITH A TENNESSEE DISTILLERY TO SHOWCASE THEIR SPIRITS INSIDE CRAFT COCKTAILS.

WE WILL HAVE A LIVE BLUEGRASS BAND PLAYING ON THE FRONT PORCH OF THE OLD HOME.

GUESTS WILL ENJOY SOME GREAT FOOD, DRINK AND MUSIC, AND THEN BE ABLE TO SHOP THE MAKER MARKET A DAY BEFORE ANYONE ELSE.

10% OF THE PROFITS FROM THIS EVENT WILL GO TO A LOCAL FRANKLIN CHARITY (MOST LIKELY GRACEWORKS FOOD PANTRY).

DETAILED DESCRIPTION OF MADE SOUTH MARKET EVENT ON SATURDAY,
SEPTEMBER 12, 2015 AT HARLINSDALE FARM (NORTH SIDE)

THIS IS OUR MAIN EVENT THAT IS OPEN TO THE PUBLIC.

WE WILL BE CHARGING AN ADMISSION FEE OF \$12 FOR THIS EVENT. CHILDREN UNDER 10 WILL ATTEND FOR FREE.

WE WILL HAVE A MAXIMUM NUMBER OF 95 MAKERS/VENDORS FROM ALL OVER THE SOUTH SET UP UNDERNEATH A 100X175 TENT (DETAILED DRAWING ATTACHED) READY TO SELL THEIR GOODS TO ATTENDEES.

WE WILL HAVE A STAGE SET UP AROUND THE FRONT PORCH OF THE OLD HOME FEATURING LIVE MUSIC AND FAMILY-FRIENDLY ENTERTAINMENT FROM NOON-6PM.

WE WILL HAVE A DESIGNATED AREA FEATURING A MAXIMUM OF 10 FOOD TRUCKS WITH FOOD AVAILABLE FOR PURCHASE.

WE WILL HAVE A SMALLER TENT SET UP FOR A VIP AREA. TENT WILL BE A MAXIMUM SIZE OF 40X40 AND WILL FEATURE ROCKING CHAIRS, COLD WATER, SMALL BITES AVAILABLE THROUGHOUT THE DAY.

LARGE TENT FOR MAKER MARKET WILL BE SET UP NO EARLIER THAN WEDNESDAY OF THAT WEEK AND WILL BE TORN DOWN NO LATER THAN MONDAY FOLLOWING THE EVENT.

WE WILL HANDLE CLEAN UP PERSONALLY AND WILL HAVE CLEAN UP FULLY EXECUTED BEFORE THE END OF THE DAY ON SATURDAY.

OVERHEAD MAP

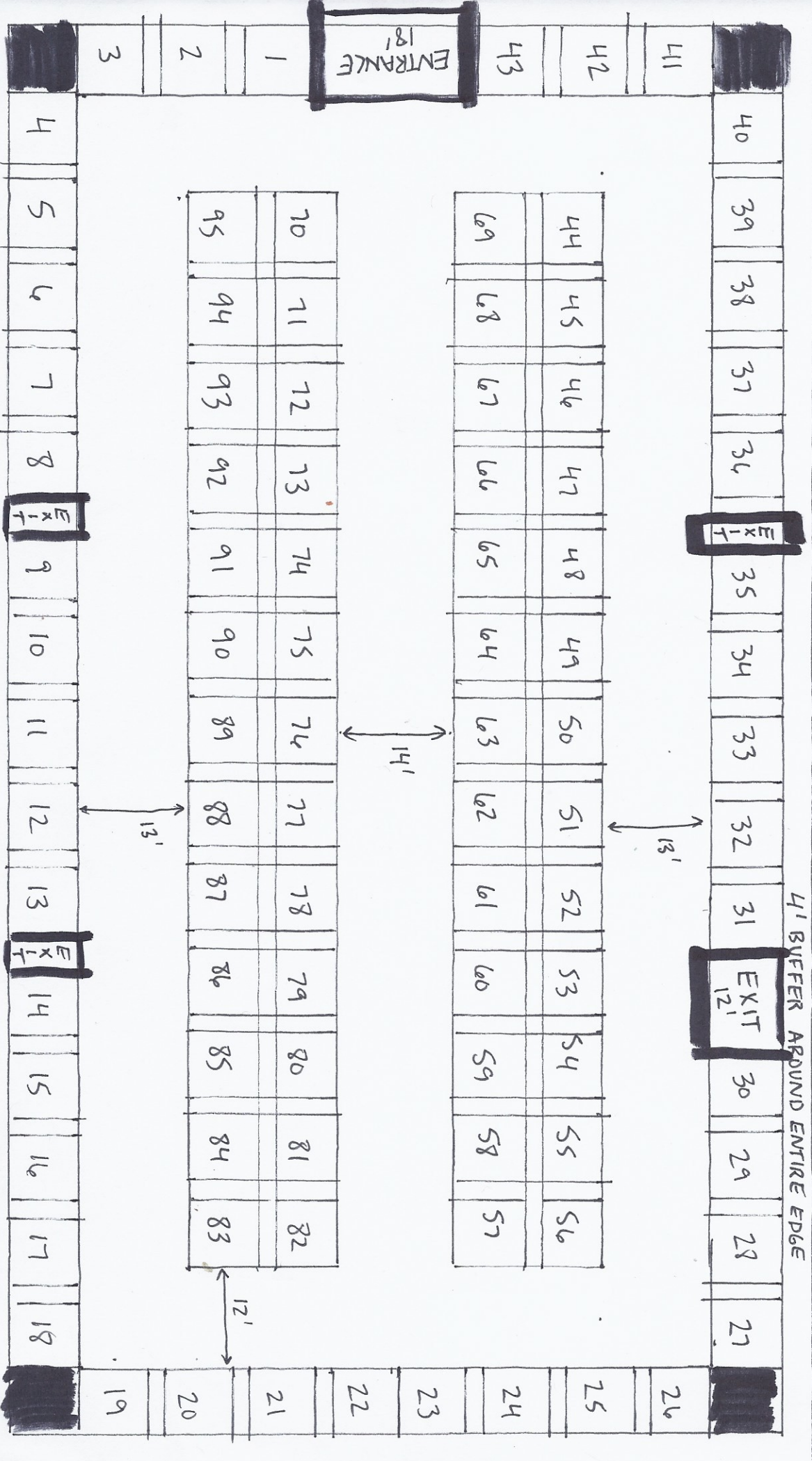


← PARKING

FOOD →

LAYOUT OF MAKER TENT

MUSIC
HOUSE →





FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2015. All Rights Reserved.

 Fencing
 Food Trucks



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**RETAILER'S CERTIFICATE
[RENEWAL]**

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant *Brinkmann's Wine & Spirits* (Timothy Brinkmann and Ann Brinkmann), who has made application for a retailer's license to handle alcoholic beverages at 103 International Drive, Suite 100, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and in the opinion of the undersigned, they will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This, the 28th Day of April, 2015.

DR. KEN MOORE
Mayor



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RETAILER'S CERTIFICATE
(RENEWAL)

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning Thomas Michael Klaritch, who has made application for a retailer's license to handle alcoholic beverages at, Case Selects Wines and Liquors, LLC, 3046 Columbia Avenue, Franklin, Tennessee 37064, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten year period immediately preceding the date of application, and in the opinion of the undersigned, the applicant will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3.
2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinance, or resolution, duly adopted by the local authorities as to location.
3. The applicant(s) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant(s) has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This the 28th day of April, 2015.

CITY OF FRANKLIN, TENNESSEE

Dr. Ken Moore
MAYOR

2014 Development Report



H I S T O R I C
F R A N K L I N
T E N N E S S E E

Compiled by the Department of Planning and Sustainability

www.franklinton.gov

Additional related resources include:

www.williamsoncounty-tn.gov

www.williamson-franklinchamber.com

www.visitwilliamson.com

www.census.gov

Board of Mayor and Aldermen

Dr. Ken Moore, Mayor

Beverly Burger, 1st Ward

Dana McLendon, 2nd Ward

Mike Skinner, 3rd Ward

Margaret Martin, 4th Ward

Clyde Barnhill, Alderman At Large

Brandy Blanton, Alderman At Large

Pearl Bransford, Alderman At Large

Ann Petersen, Alderman At Large

Franklin Municipal Planning Commissioners

Mike Hathaway, Chair

Roger Lindsey, Vice Chair

Marcia Allen

Jimmy Franks

Lisa Gregory

Scott Harrison

Alma McLemore

Michael Orr

Ann Petersen, Alderman

2014 Development Report—Interesting Facts

- The City grew by an estimated 2.8% to a population of approximately 70,700.
- Based on the growth rate, the City is projected to have approximately 85,000 residents by 2020.
- In 6 years, that would be an additional 14,000 residents.
- 61.01 acres were annexed in 2014, bringing the total size of the city to 41.6 square miles.
- New residential developments approved this year totaled 1,469 units.
- 1,122 of the 1,469 dwelling units approved this year (76%) were apartments .
- Approximately 900 new residential units were constructed in 2014.
- 9,849 residential units are in pipeline for construction, which is almost a third of the City's existing housing stock (30,323).
- The City averages about 10,000 units in the pipeline in any given year.
- Over the last 10 years, about 7,500 dwelling units have been added to the City's housing stock.



2014 Development Report-Letter from the Mayor

Dear Franklin,

We are here at the end of another exciting year for our city. Franklin has continued to be a destination for people and families to live. We are a community that is recognized for its quality of life, as well as a destination for jobs.

It has been a busy year. Franklin was ranked 14th fastest growing city in nation. The city was also named “Best Southern Town” by *Garden and Gun* magazine. As one of the safest communities in Tennessee, Franklin witnessed an all-time low in crime.

City investment highlights include the completion of Mack Hatcher roadway improvements, the completion of a new Public Works Facility, and the completion of the Eastern Flank Battlefield Park improvements.

Sincerely,

A handwritten signature in black ink, appearing to be 'Ken Moore', written on a light background.

Mayor Ken Moore, M.D.



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Table A:
Acreage Change Summary

Year	Acreage Added	Acreage Removed	Net Additional Acreage	Total Acreage in Franklin	Net Percent Annual Increase
Prior to 2000	-	-	19,484.19	19,484.19	-
2001	1,595.06	0.00	1,595.06	21,079.25	8.19%
2002	18.02	0.00	18.02	21,097.27	0.09%
2003	150.06	0.00	150.06	21,247.33	0.71%
2004	683.08	0.00	683.08	21,930.41	3.21%
2005	3,982.45	0.00	3,982.45	25,912.86	18.16%
2006	404.25	0.00	404.25	26,317.11	1.56%
2007	412.56	-372.45	40.11	26,357.22	0.15%
2008	193.42	0.00	193.42	26,550.64	0.73%
2009	18.51	0.00	18.51	26,569.15	0.07%
2010	0.00	0.00	0.00	26,569.15	0.00%
2011	0.00	0.00	0.00	26,569.15	0.00%
2012	5.56	0.00	5.56	26,574.71	0.02%
2013	5.28	0.00	5.58	26,580.29	0.02%
2014	61.01	0.00	61.01	26,641.30	0.23%
Since 2000	7,529.26	-372.45	26,641.30	26,641.30	33.15%

Source: Franklin Planning and Sustainability Department and Municipal Information Technology Department, Franklin, TN, December 31, 2014. Mathematical errors are due to rounding.

Table B:
2014 Base Zoning Changes

Zoning Ordinance No.	Description	Previous Zoning District	Base Zoning District	Acre	Adoption Date
Properties Zoned (Due to Annexation)					
2014-16	Tap Root Hills	County	SD-X (12.23/480,000/450)	61.01	8/26/2014
TOTAL				61.01	
Properties Rezoned					
2014-04	Hawkins Thomas Property	R-1	AG	7.64	7/8/2014
2014-18	Ovation	GC	SD-X (12.23/480,000/450)	77.70	8/26/2014
2014-22	Through the Green	SD-X (4/125,178)	SD-X (14/21,503)	33.25	9/23/2014
TOTAL				118.59	

Source: Franklin Planning and Sustainability Department, Franklin, TN, December 31, 2014 . Note that as of 6/24/2014 the City of Franklin adopted an Ordinance 2013-46 that rezoned all properties that were previously RX (Residential Variety) to either SD-R (Specific Development -Residential) or SD-X (Specific Development -Variety)

Table C:
2014 Residential Developments Approvals

Development	Type	Total Units	RS	R2	RM Townhouse	RM Condominium	RM Apartment	RSP	Total Acreage	Open Space	Nonresidential SF	Gross Density
264 Natchez Street	FP	2	2	-	-	-	-	-	0.54	0.00	-	3.70
7007 Moores Lane Revision 1*	DP	16	-	2	3	-	-	11	-	-	11,000	-
Artessa Revision 1*	DP	1	-	-	-	-	1	-	-	-	-	-
Benelli Park	FP	11	11	-	-	-	-	-	5.06	1.37	-	2.17
Morning Pointe (Franklin Christian Academy)	DP	125	-	-	-	-	-	125	12.00	0.60	-	10.42
Ovation	DP	950	40	-	-	17	893	-	77.70	2.80	480,000	12.23
Riverbluff*	DP	-9	-9	-	-	-	-	-	-	-	-	-
Rolling Meadow Subdivision	FP	2	2	-	-	-	-	-	2.16	-	-	0.93
Spencer Creek Place, Revision 6	FP	2	2	-	-	-	-	-	3.62	0.00	-	0.55
Through The Green Revision 2*	DP	228	-	-	-	-	228	-	33.25	0.93	-	11.75
Tap Root Hills	DP	139	139	-	-	-	-	-	61.01	16.84	-	2.28
TOTAL	-	1,467	187	2	3	17	1122	136	195.34	22.54	491,000	-

Source: Franklin Planning and Sustainability Department, Franklin, TN, December 31, 2014. Mathematical errors are due to rounding.

Plan Type Abbreviations:

DP=Development Plan

PP=Preliminary Plat

FP=Final Plat

Dwelling Unit Abbreviations:

RS=Single Family

R2=Duplex

RM=Multifamily

RSP=Residential Special Place

General Abbreviations:

ROW=Right of Way (i.e. Streets)

SF=Square Footage of Structure(s)

Notes: The n/a designation denotes that the information was not specifically identified on the concept plan. * denotes a change to a previously approved development plan. When there is a revision to an approved development plan and the total acreage did not change gross density was not listed

Table D:
Previously Approved Residential Developments
With Rezoning/Development Plan (Not Yet Constructed)

Residential Development	Year	Units Ap- proved	Dwelling Units by Housing Type				Total
			RS	R2	RM	RSP	
122 Second Avenue N	2006	23	-	-	23	-	23
7007 Moores Lane	2007	80	-	-	-	80	80
Artesa	2013	249	-	-	249	-	249
Avalon Square	2004	172	-	-	172	-	172
Berry Farms Chadwell Tract	2006	100	-	-	100	-	100
Berry Farms Reams-Fleming Tract	2006	400	-	-	400	-	400
Blossom Park	2013	26	26	-	-	-	26
Echelon	2013	169	87	-	82	-	169
Franklin Park	2013	350	-	-	350	-	350
Rucker Park	2012	30	-	-	30	-	30
Preserve at Echo Estates	2013	43	43	-	-	-	43
Ralston Row	2013	14	14	-	-	-	14
Riverbluff	2013	91	91	-	-	-	91
Simmons Ridge Rev 1	2010	240	240	-	-	-	240
Southwinds (Woodlands)*	1985	452	-	-	100	-	100
Village at West Main	2013	35	-	-	35	-	35
TOTAL		2,474	501	0	1,541	80	2,122

Source: Franklin Planning and Sustainability Department, Franklin, TN, December 31, 2014

Dwelling Unit Abbreviations:

RS=Single Family

R2=Duplex

RM=Multifamily

RSP=Residential Special Place

Notes: Projects include those with zoning or rezoning, development plans, or preliminary plat approval by the Board of Mayor and Aldermen or Franklin Municipal Planning Commission, whichever is applicable. No building permits have been issued. Developments containing less than 10 lots are not shown.

*Southwinds has 352 existing units with 100 more approved but never built and has been inactive for more than 12 months.

Table E:
Residential Development Buildout Status

Development			Existing Units by Type					Remaining Units by Type				
Name	Year	Units Ap- proved	RS	R2	RM	RSP	Total	RS	R2	RM	RSP	Total
Amelia Park	2014	149	1	-	-	-	1	148	-	-	-	148
Avalon	2002	446	315	-	73	-	388	28	-	30	-	58
Berry Farms Town Center	2005	646	33	-	33	-	66	110	-	470		580
Breezeway	2005	139	84	-	-	-	84	55	-	-	-	55
Carolina Close	2007	28	25	-	-	-	25	3	-	-	-	3
Creekstone Commons Rev 1	2010	124	107	-	-	-	107	17	-	-	-	17
Dallas Downs (w Kendall Hall)	2008	357	343	-	-	-	343	14	-	-	-	14
Franklin Housing Authority Reddick	2010	114	-	-	49	-	49	-	-	65	-	65
General's Retreat	2005	47	-	-	41	-	41	-	-	6	-	6
Harlinsdale Manor	2006	15	6	-	-	-	6	9	-	-	-	9
Henley	2005	97	74	-	-	-	74	23	-	-	-	23
Highlands at Ladd Park	2005	1,046	340	-	-	-	340	706	-	-	-	706
Hurstbourne	2006	132	92	-	-	-	92	40	-	-	-	40
McEwen Rev 2	2009	950	-	-	370	-	370	-	-	580	-	580
McKays Mill**	1997	1,378	1,108	127	92	-	1,327	45	6	-	-	51
Nichols Bend (Lockwood Glen)	2008	624	24	-	9	-	33	283	-	308	-	591
Rizer Point	2012	95	20	-	4	-	24	51	-	20	-	71
Silver Grace (Fountains of Franklin)	2009	124	0	-	-	59	59	3	-	-	62	65
Stream Valley	2005	824	100	-	0	-	100	380	-	344	-	724
Through the Green Rev 1	2010	264	-	-	204	-	204	-	-	60	-	60
Tywater Crossing (Parrish Park)	2012	87	23	-	-	-	23	64	-	-	-	64
Treemont Estates	2005	14	6	-	-	-	6	8	-	-	-	8
Vandalia Park	2012	17	15	-	-	-	15	2	-	-	-	2
Westhaven*	2001	2,750	1,074	10	190	0	1,274	*	*	*	250	1,476
Water's Edge	2013	336	24	-	9	-	33	213	-	123	-	336
TOTAL		10,803	3,814	137	1,074	59	5,084	2,178	6	1,997	312	5,719

Source: Franklin Planning and Sustainability Department, Franklin, TN, December 31,

Dwelling Unit Abbreviations:

RS=Single Family R2=Duplex
RM=Multifamil RSP=Residential Special
y Place

Notes: Projects include those that have final plat or site plan approval, and are typically under development. Number of approved units is based on the concept plan or final plat. Developments containing less than 10 lots remaining to be built are not shown.

*Total number of units for Westhaven Subdivision does not include accessory units. Breakdown by dwelling-unit type for remaining units is unavailable.

**40 multifamily units in McKays Mill were approved in the Planned Commercial area, but the site plans approved for the commercial area did not include those units.

**Table F:
Existing Housing Stock**

Existing Housing Stock		
Type of Housing	# of Dwelling Units	% of Total Housing Stock
Single Family	17,543	58%
Manufactured Home	408	1%
Duplex	1,122	4%
Multifamily: Townhome/Condo	3,181	10%
Multifamily: Apartment	6,353	21%
Residential Special Place	1,716	6%
TOTAL	30,323	100%

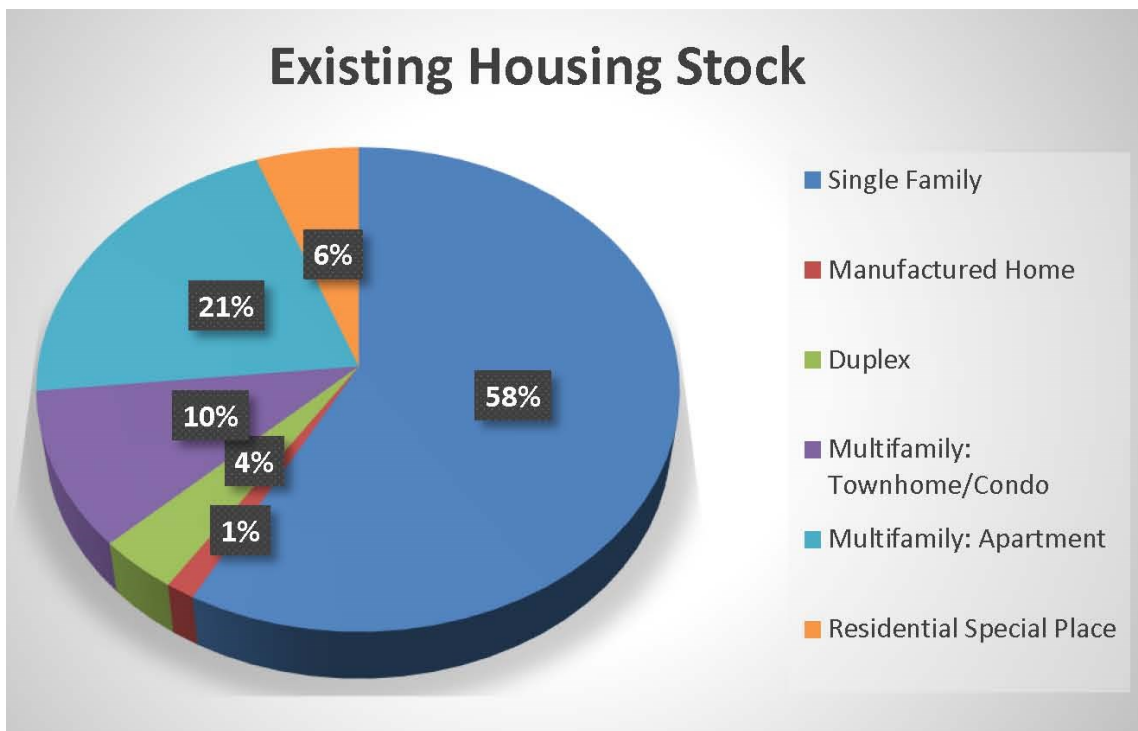
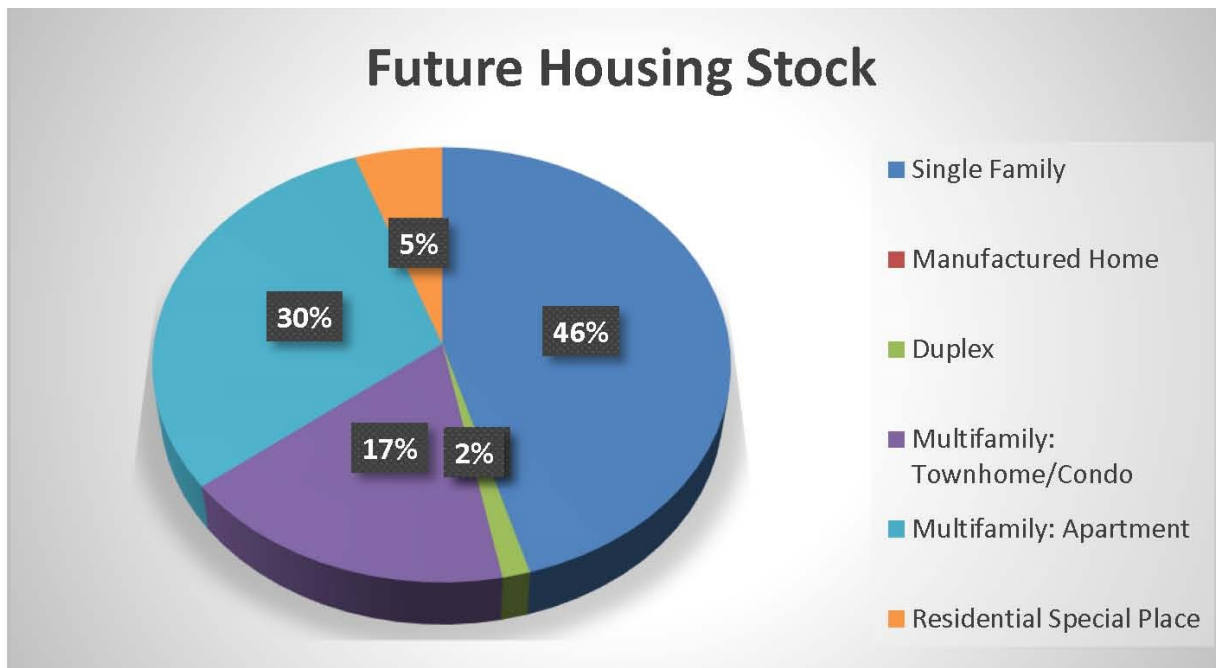


Table G:
Future Housing Stock (Approved Not Yet Constructed)

Future Housing Stock (Approved Not Yet Constructed)		
Type of Housing	# of Dwelling Units	% of Future Total Housing Stock
Single Family	4,502	46%
Manufactured Home	0	0%
Duplex	139	1%
Multifamily: Townhome/Condo	1,698	17%
Multifamily: Apartment	2,982	30%
Residential Special Place	528	5%
TOTAL	9,849	100%



Definitions:

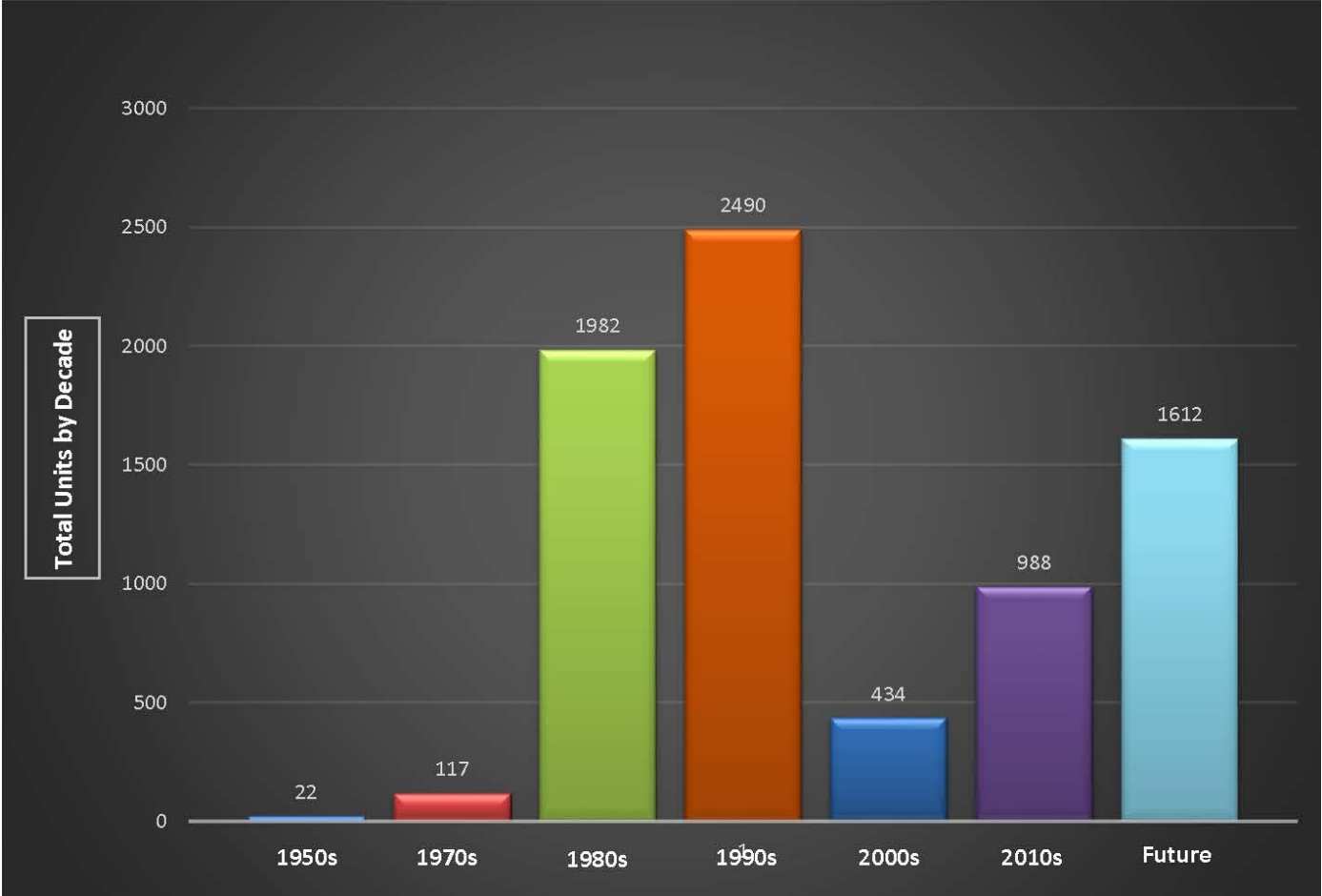
Apartment: A rental dwelling unit within a larger building or apartment complex.

Multifamily: Three or more attached dwelling units, including apartments, townhomes, and condos.

Total Housing Stock: All dwelling units in the city, including single family detached homes, duplexes, townhomes, condos, apartments, and residential special places (assisted living facilities, etc.)

Data as of December 31, 2014 by the Planning & Sustainability and Building & Neighborhood Services Depts.

Table H:
2014 Apartment Growth by Decade



Note: Number is units built by decade

Source: Franklin Planning and Sustainability Department, Franklin, TN, December 31, 2014

Table I:
New Residential Building Permits by Year & Dwelling Type

Dwelling Unit Type	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	Total
Single Family	690	515	461	215	151	288	308	378	477	438	3,921
Duplex	61	70	20	33	0	-	-	-	-	-	184
Multifamily	163	234	119	323	8	21	733	214	283	302	2,400
Townhouse Units	-	-	68	32	9	35	29	54	56	60	343
Manufactured Home	0	0	0	0	0	0	0	0	0	0	0
TOTAL	914	819	668	603	168	344	1,070	646	816	800	6,848

Source: Franklin Building and Neighborhood Services Department and Franklin Planning and Sustainability Department, Franklin, Tennessee, December 31, 2014.

Note: In 2007, townhouse and mixed-use dwelling units began to be tracked separately from multifamily units. From 2008 to 2009, units were tracked as residential or other residential and have been individually evaluated as to the appropriate classification for this table. In 2010, Single Family (Detached), Townhouse (Single Family Attached), and Multifamily were tracked in the Building and Neighborhood Services Department with no individual evaluation required for incorporation into this table. (-) denotes a unit type was not tracked in the given year (see above discussion).

Table J:
Unincorporated UGB Residential Development Buildout Status

Residential Development	Year	Units Approved	Units Existing	Units Remaining
Belle Vista	2004	91	62	29
Chardonnay	2007	128	105	23
TOTAL		219	167	52

Sources: Franklin Planning and Sustainability Department and Williamson County Planning and Zoning Department, Franklin, TN, December 31, 2014.

Note: All units are single family dwelling units. Developments with less than 10 units remaining are not shown.

Table K:
Population Estimates—Past and Projected

Year	Month	Type	City of Franklin Population	Number Change	Percent Change	Unincorp UGB Population	Number Change	Percent Change
1980	April	Federal Census	12,407	3,003	32%	-	-	-
1990	April	Federal Census	20,098	7,691	62%	-	-	-
1995	April	Special Census	25,440	4,240	-	-	-	-
1997	April	Special Census	29,259	759	-	-	-	-
2000	April	Federal Census	41,842	1,542	-	-	-	-
2000	Dec	Estimate	42,100	258	0.6%	-	-	-
2001	Dec	Estimate	43,500	1,400	3.2%	-	-	-
2002	Dec	Estimate	45,800	2,300	5.0%	-	-	-
2003	Dec	Estimate	47,000	1,200	2.6%	-	-	-
2004	July	Special Census	46,416	-	-	-	-	-
2004	Dec	Estimate	52,300	5,300	10.1%	10,340	-	-
2005	Dec	Estimate	54,400	2,100	3.9%	10,423	83	0.8%
2006	June	Special Census	49,412	-	-	-	-	-
2006	Dec	Estimate	57,100	2,700	4.7%	10,500	77	0.7%
2007	Dec	Estimate	59,000	1,900	3.2%	10,200	-300	-2.9%
2008	July	Special Census	56,219	-	-	-	-	-
2008	Dec	Estimate	60,052	1,052	1.8%	10,213	13	0.1%
2009	Dec	Estimate	60,908	856	1.4%	10,292	79	0.8%
2010	April	Federal Census	62,487	-	-	-	-	-
2010	Dec	Estimate	61,774	866	1.4%	10,345	53	0.5%
2011	Dec	Estimate	63,771	1,997	3.1%	10,756	411	3.8%
2012	Dec	Estimate	66,172	2,401	3.6%	10,810	54	0.5%
2013	July	Special Census	66,370	-	-	-	-	-
2013	Dec	Estimate	68,776	2,604	3.8%	10,494	-316	-3.0%
2014	Dec	Estimate	70,737	1,961	2.8%	10,647	153	1.4%
2020	Dec	Projection	84,463	2,460	3.0%	11,102	77	0.7%
2030	Dec	Projection	113,511	3,306	3.0%	11,904	83	0.7%

Source: US Bureau of the Census and Franklin Planning and Sustainability Department, Franklin, TN, December 31, 2014.

Notes: The City's projected growth rate based on the known median of estimates since 2000, excluding outliers. The UGB projected growth rate based the known median of estimates since 2004, excluding the population decrease in UGB in 2007 due to annexation of existing subdivisions. Population decreases in the Special Census numbers are due to nonresponse rates. In 2011, the UGB and City growth rate is inflated due to the use of new multipliers for vacancy and occupancy, which are based on the 2010 Federal Census figures.

Table L:
Population Projection Summary

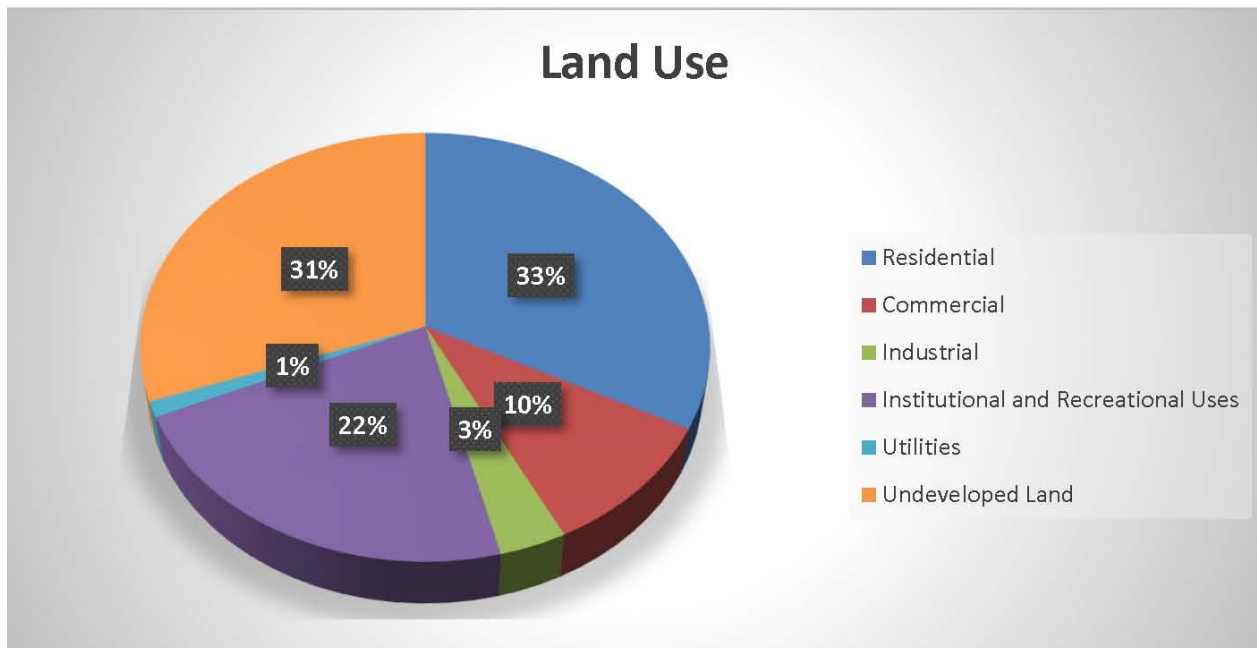
Current Population Estimates	ESTIMATE
2014 City of Franklin Population estimate based on number of dwelling units, average household sizes and occupancy rates by dwelling type	70,737
2014 Unincorporated Franklin UGB Population estimate based on number of dwelling units, average household sizes and occupancy rates by dwelling type	10,647
2014 Franklin and UGB Population estimate based on number of dwelling units, average household sizes and occupancy rates by dwelling type	81,384
2020 Population Projections	2020 PROJECTION
Franklin and UGB Accepted Conservative 2020 Estimate	82,000
City of Franklin Projected at 3% Population Growth Rate (Known average since 2000, excluding outliers)	84,463
Unincorporated Franklin UGB Projected at 0.7% Population Growth Rate (Known average since 2004, excluding the population decrease in UGB in 2007 due to annexation of existing subdivisions)	11,102
Franklin and UGB Based on 3% City and 0.7% unincorporated UGB growth rates	95,565
2030 Population Projections	2030 PROJECTION
Franklin and UGB Accepted Conservative 2030 Estimate	105,350
City of Franklin Projected at 3% Population Growth Rate (Known average since 2000, excluding outliers)	113,511
Unincorporated Franklin UGB Projected at 0.7% Population Growth Rate (Known average since 2004, excluding the population decrease in UGB in 2008 due to annexation of existing subdivisions)	11,904
Franklin and UGB Based on 3% City and 0.7% unincorporated UGB growth rates	125,415

Sources: Franklin Planning and Sustainability Department and Williamson County Planning and Zoning Department, Franklin, TN, December 31, 2014. Mathematical errors are due to rounding.

Table M:
2014 City of Franklin Land Use Overview

Use	Acreage	General Information
Residential	7,615	Includes Estate Residential, Detached and Attached Residential, Manufactured Homes, Mixed Residential
Commercial	2,328	Includes Office, Commercial, Retail, Mixed Use, Mixed Nonresidential
Industrial	817	Includes Light Industrial and Heavy Industrial
Institutional and Recreational Uses	5,171	Includes Parks, Open Space, Churches, Governmental Buildings, Recreational Facilities
Utilities	271	Includes Utility Headquarters, Pump Stations, Electrical Substations
Undeveloped Land	7,129	Includes Vacant Properties and Agricultural Uses

Source: Franklin Planning and Sustainability Department and the Franklin Municipal Information Technology Department, Franklin, TN, December 31, 2014. Mathematical errors are due to rounding.



Map 1: Residential Development

As of December 31, 2014

Legend

Residential Approvals (Not Yet Constructed)

Residential Developments Under Construction

Streets

Parcels

City Limits

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Map 2: General Land Uses

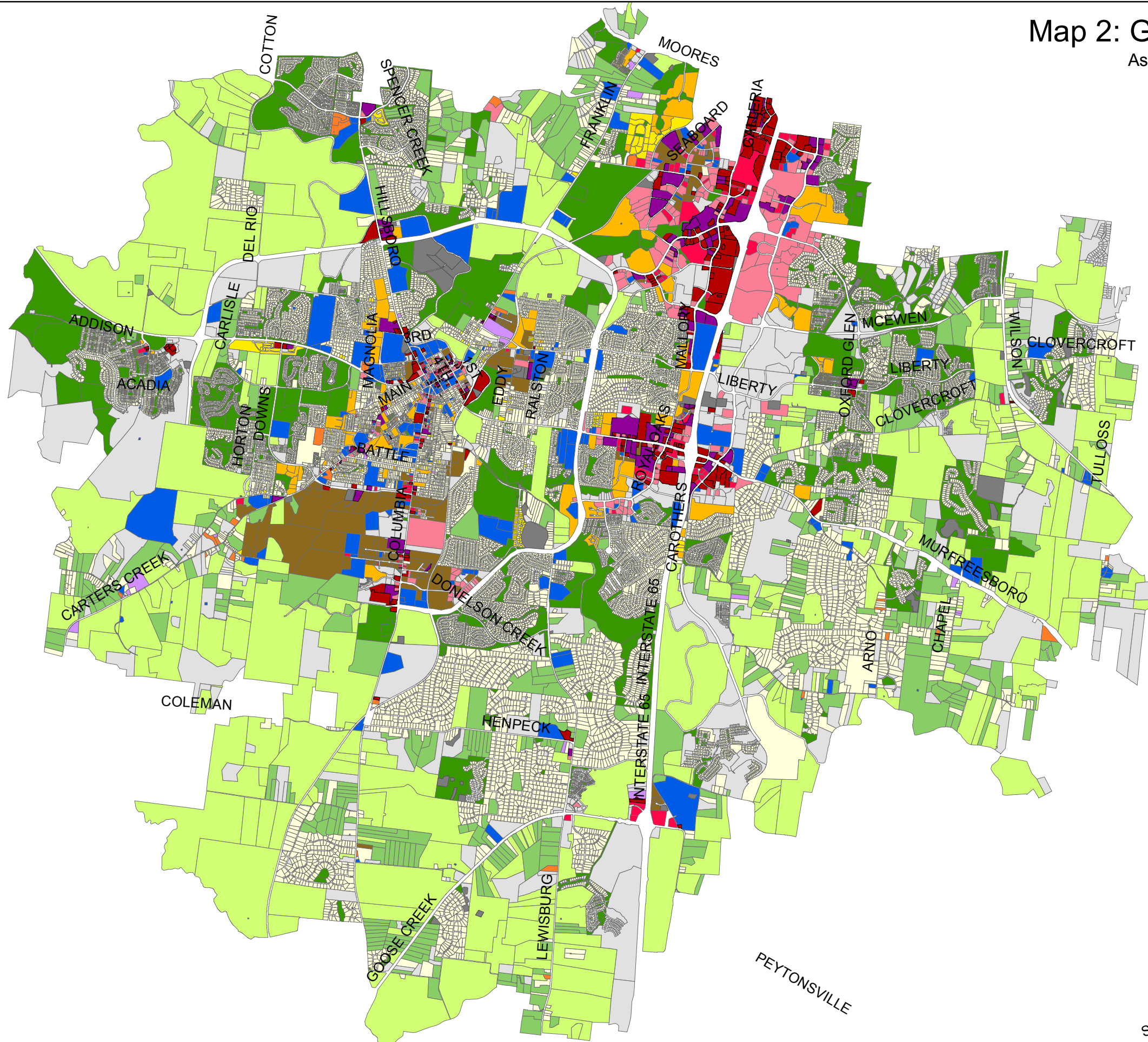
As of December 31, 2014

Land Use

- Vacant
- Agriculture
- Recreation/Open Space
- Residential Estate
- Residential Single Family
- Residential Duplex
- Residential Multifamily
- Mixed Residential
- Office
- Commercial
- Retail
- Mixed Nonresidential
- Mixed Use
- Civic/Institutional
- Utilities
- Industrial



0 0.5 1 2 Miles



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April 21, 2015

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
David Parker, City Engineer/CIP Executive
Paul Holzen, Director of Engineering

SUBJECT: **Presentation on the Harpeth River Watershed Feasibility Study and the Recommended Alternatives for the City of Franklin**

Purpose

The purpose of this memo is to provide an update to the Board of Mayor and Aldermen on the Harpeth River Watershed Feasibility Study.

Information & Discussion

The May 2010 flood event created devastation throughout the Harpeth River Watershed and caused 4 fatalities and over \$480 million in direct economic impacts in the Harpeth River Watershed alone. For this reason the Department of the Army conducted a preliminary reconnaissance of the Harpeth River Watershed and found over 850 structures in the regulated floodplain within the basin located in the City of Brentwood, City of Franklin, Williamson County and Davidson County. In addition they found aquatic ecosystem issues thought the basin primarily involving stream bank erosion and loss of riparian buffers. On June 13, 2013 the USACE, City of Franklin, Metropolitan Nashville and Davidson County, City of Brentwood and Williamson County signed a Feasibility Study Agreement to analyze alternative flood risk management options. The feasibility study evaluated numerous flood risk management options and provided an analysis of cost and benefits associated with various projects. The USACE have determined that two projects are considered to be economically justified. These two projects include Franklin Road channel modifications and nonstructural home raisings. With support from the Board of Mayor and Aldermen, one or both of these measures could become the Feasibility Study's recommended plan.

Finical Impact

The City of Franklin must decide if it supports implementation of the following two options:

Option 1: Franklin Road Channel Modifications

- The preliminary cost estimate provided by the USACE is approximately \$1,000,000. The City would be responsible for 35% of the actual cost (\$350,000).
- A portion of the Franklin Road Project (Harpeth River Bridge to Harpeth Industrial Ct) could be incorporated into this project allowing the City to utilize federal funds to help pay for some of the proposed roadway and pedestrian improvements. The estimated city and federal cost would need to be investigated and updated by City Staff and the USACE.

Option 2: Nonstructural Home Raisings

- The preliminary cost estimate provided by the USACE is approximately \$2,500,000. The City would be responsible for 35% of the actual cost.
- This would be a voluntary program for the 24 homes that qualify.
- This cost could be paid out of the City of Franklin stormwater fund or come directly from the homeowners that decide to participate in the program.
- Construction could be managed by the USACE or the individual homeowner.

Recommendation

Staff recommends that we continue to work with the USACE to develop a new agreement to complete the feasibility study. The updated feasibility study would take approximately 1.5 years to complete. Staff supports additional investigation of Option 1 and would recommend incorporating elements of the Franklin Road Project (Harpeth River Bridge to Harpeth Industrial Ct) into the final project. Staff is requesting input from the BOMA on how to proceed with Option 2.

Harpeth River Watershed Feasibility Study Recommended Alternatives for the City of Franklin

28 April 2015



Agenda

- Harpeth River Feasibility Update
- Existing and Future Without Project Conditions
- Screening of Measures
- Recommended Alternatives and Benefits
- Path Forward



Study Authority and Background

- Study Authority: United States Senate Committee on Public Works Committee Resolution, adopted September 19, 1973
- Reconnaissance Report Approved 23 July 2012.
- Four Sponsors signed FCSA on June 13, 2013: City of Franklin, Metropolitan Nashville and Davidson County, City of Brentwood, and Williamson County.



- Total study cost is \$1.4M and is scheduled to be complete by June 2016.



Feasibility Status

➤ Feasibility Study, Completed to Date:

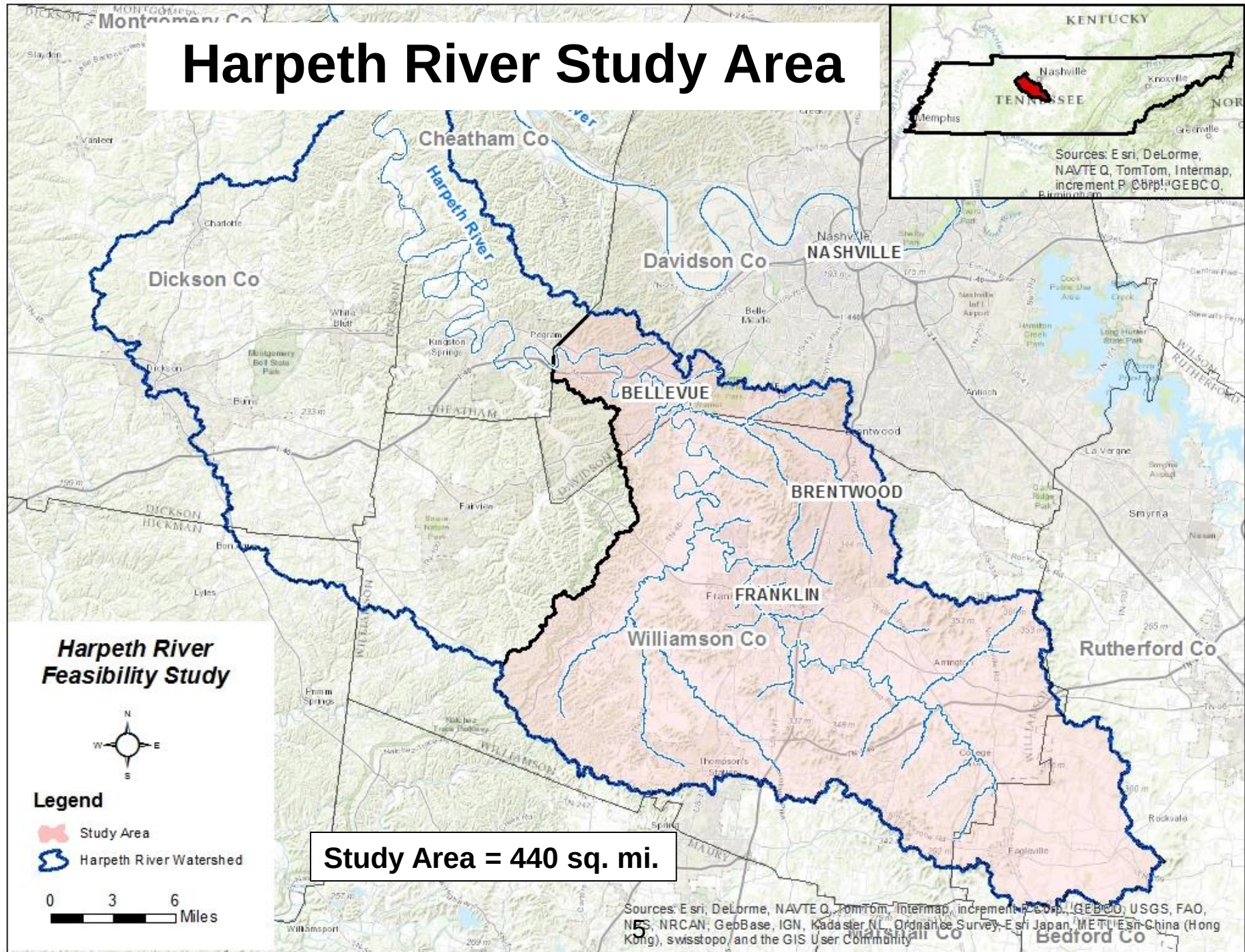
- Acquisition of Project Data (First floor elevations, bridge surveys, existing modeling, ground cover for future conditions)
- Updated Hydrologic Modeling
- Updated Hydraulic Modeling, including floodways
- Flood Risk Management measures identified and screened for recommended plan

➤ Feasibility Funds

- City's Initial Investment: \$246k
- Balance Remaining: \$139k
- *Any remaining funds at end of project will be returned to City*



Harpeth River Study Area



Historic and Existing Conditions

- The Harpeth River Watershed experiences significant flood events every few decades.
- The May 2010 event was an extreme flood in most of the Harpeth River basin. However, in the City of Franklin, it was only about a 50-year event.



Franklin, 1975



Rebel Meadows,
2010

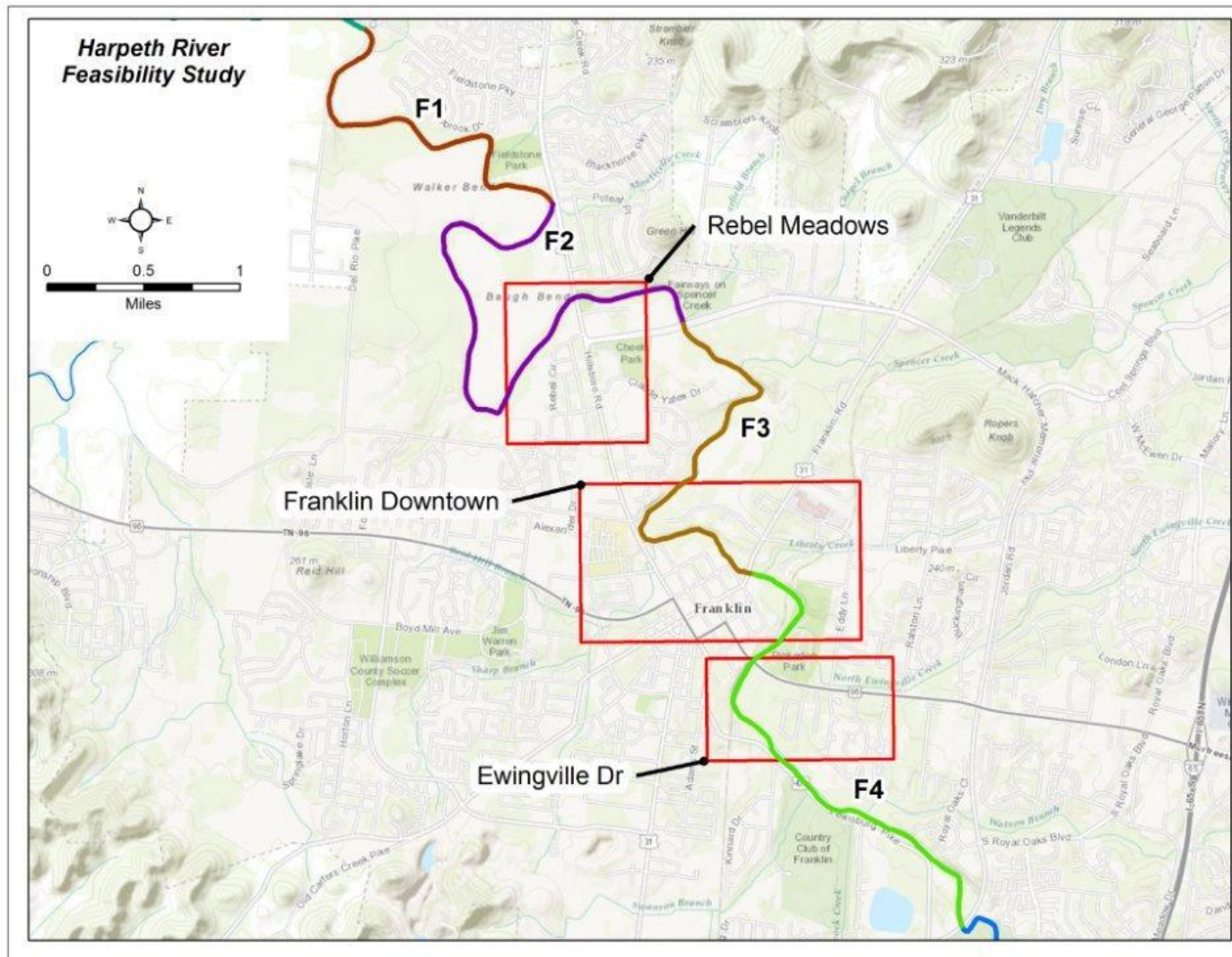


City of Franklin Historic Floods

Date	Flow (cfs)	Return Period (Years)
March 1975	17,400	25
March 1980	14,500	10
February 1990	15,100	10-25
January 1999	13,900	5-10
February 2004	12,900	5-10
May 2010	19,200	50



City of Franklin Economic Damage Reaches



Equivalent Annual Damages (EADs)

Reach	Harpeth River Mainstem Reach Description	EADs, Without Project (1,000s)
F-1 (Fieldstone Farms Area)	Northern City boundary to Hillsboro Road and Poteat Place intersection	\$63.08
F-2 (Rebel Meadows Area)	Hillsboro Road and Poteat Place intersection to Mack Hatcher Bridge	\$80.05
F-3 (Franklin Downtown Area)	Mack Hatcher Bridge to Franklin Road Bridge	\$293.95
F-4 (Ewingville Area)	Franklin Road Bridge to southern City boundary	\$336.79
	Total	\$773.87



Flood Risk Management Measures

➤ The following structural and nonstructural flood risk management Measures were considered as part of this study. Management measures are the building blocks or components of alternative plans.

Structural (Alter Streamflow)

- Channel improvement
- Bridge modification
- High flow detention
- Levees and/or floodwalls
- High-flow channel
- Multi-Purpose flood control dam

Non-Structural (Doesn't Alter Streamflow)

- Flood warning/Emergency Action
- Raising
- Buy-out and Removal
- Floodproofing – Wet & Dry
- Ring levees



Screened Measures

- As a result of the screening and analysis of costs and benefits, only two measures are economically justified:
 - Franklin Road Channel Modification
 - Nonstructural Home Raisings
- One or both of these measures could become the Feasibility Study's recommended plan.
- Further detail on each is provided subsequently.



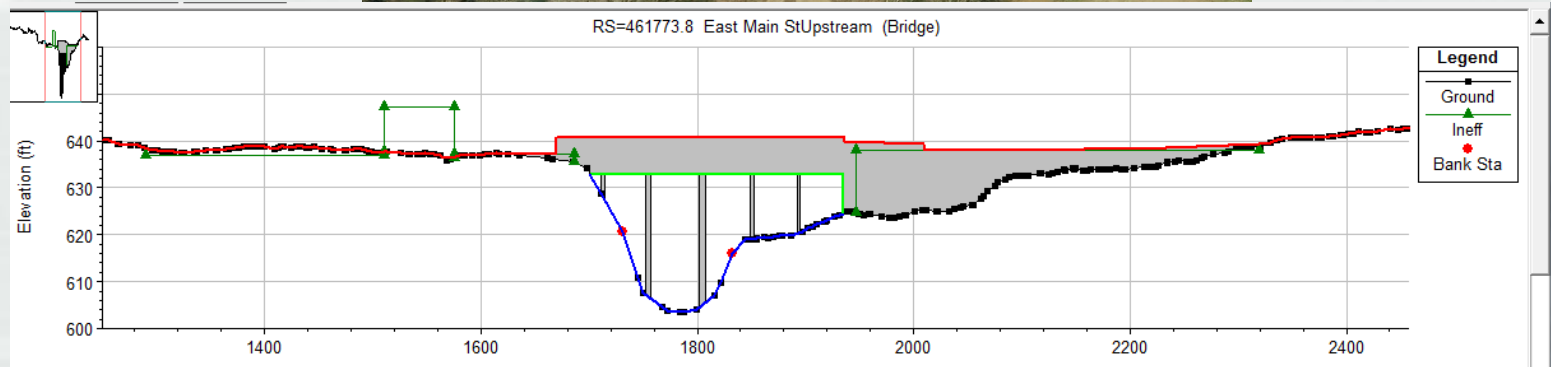
Nonstructural Home Raisings

Damage Reach	Number of Homes that Qualify for Raising
F-2	4
F-3	11
F-4	9
Total	24

- Homes would be raised 1-ft above 1% ACE flood elevation.
- Annual Benefits: \$184k
- Annual Costs: \$85k
- Total Project Cost: \$2.5M
- Benefit-to-Cost Ratio of 1.9
- City of Franklin's Total Cost: \$875k
- Approximate cost of \$36.5k per structure to the City.



Franklin Road Bridge Existing Conditions



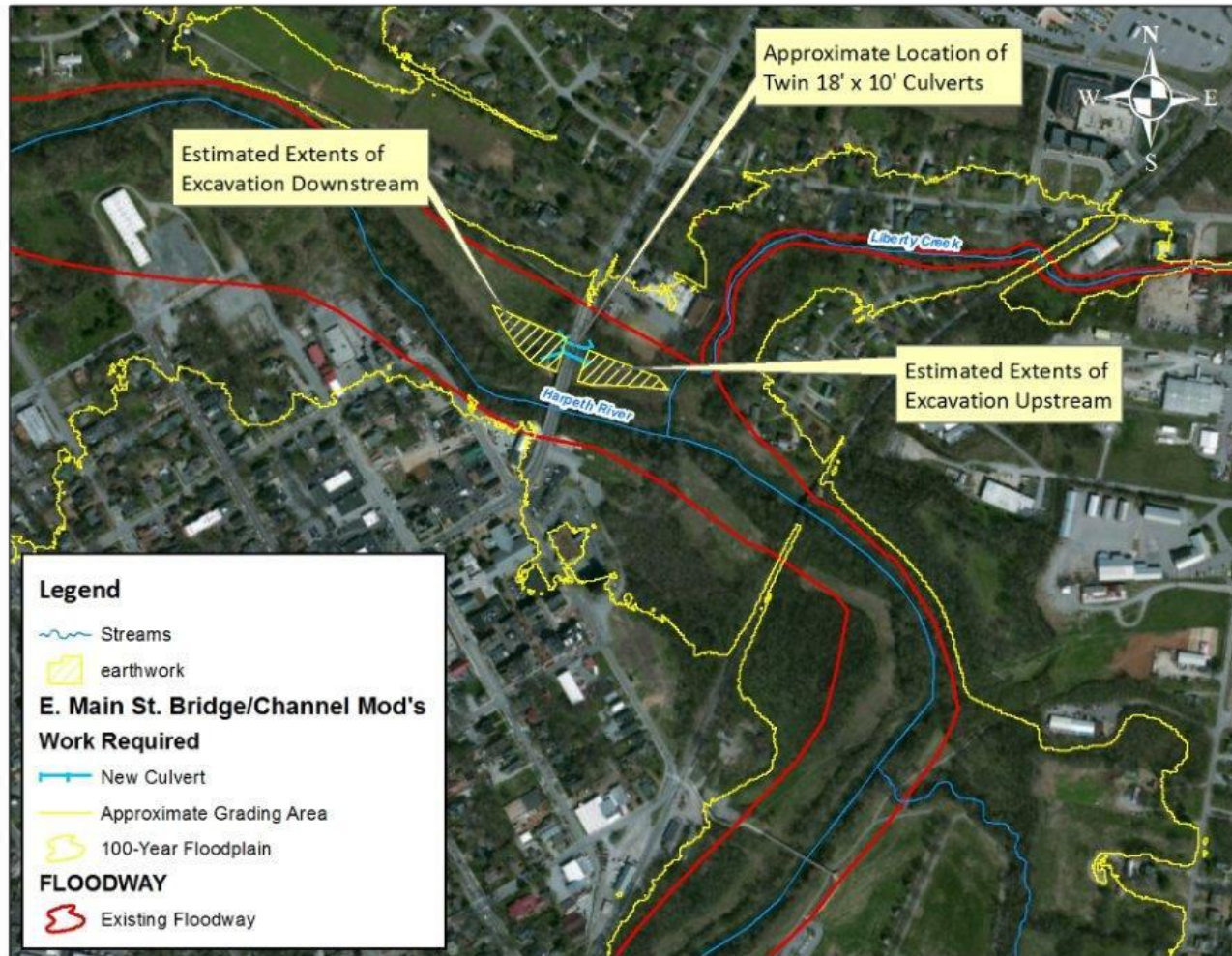
Franklin Road Bridge Channel Modification



- Construction of two 10' x 18' culverts on the right overbank for additional high-flow capacity.
- 52' length
- Excavation needed upstream and downstream of Franklin Road to allow floodwaters to flow through the culverts.



Franklin Road Bridge Channel Modification



Franklin Road Bridge Channel Modification

- Project prevents 30 homes (6 in Reach F-3 and 24 in Reach F-4) from receiving damages at the 100-year return period, plus lowers the flood elevation for numerous other structures.
- Total project cost is **approximately** \$1M. Cost to the City of Franklin is \$350,000.
- Benefit-to-Cost Ratio of 2.97



Franklin Road Bridge Channel Modification

Reduction in Economic Flood Damages with Constructed Project

Reach	Return Period				
	<i>2-yr</i>	<i>10-yr</i>	<i>50-yr</i>	<i>100-yr</i>	<i>500-yr</i>
F-3	5.3%	5.4%	9.4%	14.3%	3.5%
F-4	21.1%	35.6%	27.1%	31.9%	36.2%



Franklin Road Bridge Channel Modification

Feet of Flood Reduction with Constructed Project

Location	10-yr	25-yr	100-yr
	Return Period	Return Period	Return Period
Upstream of East Main St Bridge	1.06	1.31	2.06
USGS Gage: Harpeth River at Franklin, TN	0.68	0.93	1.17
Near Carnton Lane	0.59	0.81	1.02
Mack Hatcher Memorial Parkway	0.34	0.47	0.65



Takeaways

- Structural project provides the following benefits:
 - Removes 30 homes from the 100-yr floodplain.
 - Reduces 100-year flood stages by 1-2 feet for much of the City's affected population.
 - Reduces Franklin's overall average annual damages by 16%. Reach F-4's annual damages are reduced by 30%.
- Total Estimated Project Cost of \$1M, Franklin's share is 35% actual cost.
- No environmental impacts anticipated.



Path Forward

➤ The City of Franklin must decide if it supports implementation of the recommended plan(s) with the Nashville District.

Option 1: Franklin Road Channel Modifications

- The preliminary cost estimate provided by the USACE is approximately \$1,000,000. The City would be responsible for 35% of the cost (\$350,000).
- Recreational features can be added to the project, but cannot increase the Federal amount by more than 10%. A portion of the Franklin Road Project (Harpeth River Bridge to Harpeth Industrial Ct) could be incorporated into this project allowing the City to utilize Federal funds to help pay for some of the proposed roadway and pedestrian improvements. **The estimated City and Federal cost would need to be investigated by City Staff and the USACE.**

Option 2: Nonstructural Home Raisings

- The preliminary cost estimate provided by the USACE is approximately \$2,500,000. The City would be responsible for 35% of the cost (\$875,000).
- This may be able to be a voluntary program for the 24 homes that qualify.
- This cost could be paid out of the City of Franklin Stormwater Fund or come directly from the homeowners that decide to participate in the program.
- Construction could be managed by the USACE or the individual homeowner.

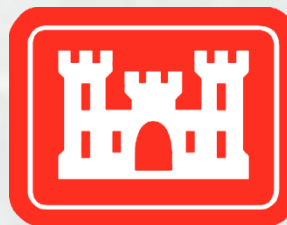
➤ If the City decides to participate, a new agreement with the USACE will be signed to complete the Feasibility Study. The updated feasibility study could take approximately 1.5 years to complete. Having an approved Feasibility Report allows the City and USACE to implement the project immediately or at a more ideal time for the City. The USACE and the City of Franklin would then develop plans and specifications to move forward with construction.



Questions?



HISTORIC
FRANKLIN
TENNESSEE



ANNUAL ACTION PLAN

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	274,706	0	0	274,706	0	

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Community Development Block Grant funding is the primary resource for many of the objectives outlined in the plan. There will be opportunities for activities to be completed with a combination of CDBG funds, private funds of the CBDO(s) on-hand, applied for, or borrowed, and other public funds or in-kind contributions, which could include land, as may be available.

The City of Franklin, the selected CBDO(s), and any other subgrantees will seek to identify and leverage additional funds during the three year planning period to expand the scope and goals of the above programs, and to support other associated community and economic development projects. The City of Franklin will investigate the availability of HOME funds via the THDA or other mechanisms.

The City of Franklin receives Emergency Shelter Grant funds from Tennessee Housing and Development Agency (THDA). Those funds are typically awarded to Bridges for homeless prevention and services, and operations. Public facilities work in the City has also leveraged other financing and funds from the Franklin Housing Authority as they redevelop some of their properties and nearby areas.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Publically owned land or property may be used to address the needs addressed in the plan. There may be efforts to combine the city's capital improvements plans with CDBG funds within the next five years to maximize the overall efforts of the city.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Substandard Housing Needs	2016	2020	Affordable Housing		Housing Affordability Housing Rehabilitation	CDBG: \$0	Rental units rehabilitated: 0 Household Housing Unit Homeowner Housing Rehabilitated: 0 Household Housing Unit
2	Housing Affordability & Availability	2016	2020	Affordable Housing--CBDO		Housing Affordability	CDBG: \$150,000	Rental units constructed: 0 Household Housing Unit Rental units rehabilitated: 0 Household Housing Unit Homeowner Housing Added: 5 Household Housing Unit Homeowner Housing Rehabilitated: 5 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Improve Public Facilities	2016	2020	Non-Housing Community Development		Public Facilities	CDBG: \$60,311.80	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1500 Persons Assisted
4	Public Service	2016	2020	Public Service— Fair Housing Outreach			CDBG: \$10,000	Public service activities for Low/Moderate Income Housing Benefit: 1000 Households Assisted

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Substandard Housing Needs
	Goal Description	Housing rehabilitation efforts will continue to be provided and will have particular focus in areas with concentrations of low to moderate income households.
2	Goal Name	Housing Affordability & Availability
	Goal Description	Housing affordability is a top priority for the City of Franklin. Community Based Development Organizations (CBDOs) will assist the city with the acquisition, rehabilitation, and/or new construction efforts for low to moderate income households.
3	Goal Name	Improve Public Facilities

	Goal Description	Various communities in the city can benefit from additional support to increase the functionality of public facilities, or provide additional public improvements for overall community benefit.
4	Goal Name	Public Service
	Goal Description	Fair Housing is an important issue to the City of Franklin. The goal allows for improving public services through 2020, including the continuation of fair housing education and outreach activities.

Projects

AP-35 Projects – 91.220(d)

Projects

#	Project Name
1	Housing Rehabilitation
2	Housing Affordability
3	Public Service

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

See the Priority Needs Summary Table (SP-25)

AP-38 Project Summary

Project Summary Information

TBD

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

There are pockets of low-income and minority concentration throughout the city including communities such as Hard Bargain, Natchez, Cadet, Hill Estates, and Rolling Meadows. Priority will be given to these neighborhoods. See map in appendix.

Geographic Distribution

Target Area	Percentage of Funds
City of Franklin	100%

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Allocating CDBG investments will be strategically spread out within the city. Where there are opportunities to provide facilities and/or services in concentrated areas, the city will review those with much greater scrutiny to ensure that funds and other assistance are leveraged and maximized to the fullest extent.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

The City of Franklin's Housing Commission is currently considering initiatives to improve housing affordability and availability. One of the proposed initiatives is to update the city's existing inclusionary housing ordinance which will provide additional affordable housing units. The City will use CDBG funds to assist CBDOS and other affordable housing providers to increase housing units through acquisition, rehabilitation, and new construction efforts. Within the first year, the City will focus on increasing affordable housing opportunities.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	5
Special-Needs	0
Total	5

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	5

Table 6 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

The working mission of the Franklin Housing Authority is to provide more affordable housing to the City of Franklin and Williamson County. This will be done in several ways including converting FHA's public housing stock to Rental Assistance Demonstration project based vouchers; provide Homeownership programs to assist the low income families to be able to achieve homeownership goals; to utilize additional LIHTC funds to build additional Affordable Housing above and beyond FHA's existing stock to address the need.

Actions planned during the next year to address the needs to public housing

FHA has plans to acquire land/property for additional housing units in the area. FHA has been approved to convert 22 units on Park Street to RAD project based vouchers and an application is pending for Johnson Circle and Spring Street.

The City of Franklin has awarded the FHA with \$195,000 from the inclusionary housing fees-in-lieu fund for land acquisition for the future planning and development.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

FHA is currently working on a master plan for transforming the current public housing stock into newer, more current housing that will better serve existing and future residents. Public housing residents are welcome and encouraged to attend meetings and participate in homeownership programs. FHA operates both the Residents Opportunities and Self Sufficiency (ROSS) and Family Self Sufficiency (FSS) programs designed to link resources to residents for empowerment and economic sustainability. The FSS program also provides residents with opportunities to become independent and transition to homeownership opportunities.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Bridges of Williamson County currently receives Emergency Shelter Grant (ESG) funds through the Continuum of Care (CoC) for the area. Bridges focuses on domestic violence but is well aware of other services available with emergency and transitional housing services throughout the area.

The City of Franklin will continue to work with Bridges and build a referral network for homeless persons that requests services. Existing facilities and services are currently outside of the city, including homeless families, families with children, veterans and their families, and unaccompanied youth.

The City of Franklin will continue to partner with non-profit agencies to address homeless needs and families displaced by domestic violence situations. In past years, CDBG and State ESG funds have been used to support the work of these agencies and will continue to do so. The City's CDBG funded rehabilitation program has historically targeted elderly and disabled populations with incomes less than 50% HAMFI, sometimes substantially below. The City also works with the local Habitat for Humanity chapter, providing land and other services for past projects.

AP-75 Barriers to affordable housing – 91.220(j)

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Barriers to Affordable Housing

Public regulatory policies such as zoning ordinances and subdivision regulations can directly or indirectly affect affordability by controlling supplies of residential land, the intensity and character of its use, and many of the costs in developing, owning, and renting housing. The City of Franklin does not consider public development policies and regulations to be major barriers to the provision of affordable housing. During the creation of land development policies, the City takes into account their impacts on all its citizens. The City is reviewing and evaluating options for mitigating the application and fee costs associated with affordable housing development.

The major barriers to development of affordable housing in Franklin are more private sector oriented: the market value and cost of land in a growing, relatively affluent area with above average personal incomes; the increasing cost of materials and labor, particularly in a local economy with significant construction activity; and an inevitable element of “nimbyism.” Of these, affordable housing non-profits point most often to the cost of land and their inability to compete with private development interests for its acquisition.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The Housing Needs Assessment conducted by BBC Research & Consulting provided recommended policies and strategies to address unmet housing needs:

1. Strengthen the city's inclusionary housing ordinance as follows,

Mandatory policy

A "Fee in lieu" policy for funds to go into a fund if construction is not an option

Include density bonuses as an incentive for developers

Build in workforce preferences to address the amount of in-commuters to the city for employment

Possibly add a visitability component to address accessibility/visitability concerns

2. Revisit the city's zoning and land use regulations to allow for accessory dwelling units and cottage homes to provide diversity of housing types for various incomes

3. Streamline the development approval and rezoning process for developments that incorporate affordable housing

4. Promote and encourage mixed-income communities that allow for housing diversity.

5. Inventory vacant and/or underutilized parcels for residential redevelopment potential.

6. Incorporate fee waivers and discounts for affordable housing units.

7. Consider implementing programs to achieve deeper homeownership affordability

Continuing housing affordability discussions will also break down barriers to affordable housing by addressing the needs and eliminating misconceptions of who will live in affordable housing units.

AP-85 Other Actions – 91.220(k)

Actions planned to foster and maintain affordable housing

The Housing Needs Assessment conducted by BBC Research & Consulting provided recommended policies and strategies to address unmet housing needs:

1. Strengthen the city's inclusionary housing ordinance as follows,

Mandatory policy

A "Fee in lieu" policy for funds to go into a fund if construction is not an option

Include density bonuses as an incentive for developers

Build in workforce preferences to address the amount of in-commuters to the city for employment

Possibly add a visitability component to address accessibility/visitability concerns

2. Revisit the city's zoning and land use regulations to allow for accessory dwelling units and cottage homes to provide diversity of housing types for various incomes

3. Streamline the development approval and rezoning process for developments that incorporate affordable housing

4. Promote and encourage mixed-income communities that allow for housing diversity.

5. Inventory vacant and/or underutilized parcels for residential redevelopment potential.

6. Incorporate fee waivers and discounts for affordable housing units.

7. Consider implementing programs to achieve deeper homeownership affordability

The City will also continue its emergency rehabilitation and provide assistance in affordable housing production.

Actions planned to reduce lead-based paint hazards

With any rehabilitation effort conducted by the city, identified CBDs or other subrecipients, lead-safe work practices will be implemented as necessary. The City of Franklin will also continue to educate its residents on the hazards of lead-based paint. Instances of lead-based paint poisoning and elevated blood levels in children will receive priority under Consolidated Plan rehabilitation programs that may be funded.

Actions planned to reduce the number of poverty-level families

The City of Franklin's anti-poverty strategy is primarily based upon partnering with non-profit agencies to address homeless needs and families displaced by domestic violence situations. In past years, CDBG and State ESG funds have been used to support the work of these agencies and will continue to do so. The City's CDBG funded rehabilitation program has historically targeted elderly and disabled populations with incomes less than 50% HAMFI, sometimes substantially below. The City also works with the local Habitat for Humanity chapter, providing land and other services for past projects.

The City has recently held two housing summits that included a wide variety of the community's cross section including residents, public/private housing providers, nonprofits, business owners, and community leaders. The events have opened dialogue related to affordable housing and what Franklin may look like in the next few years and many years to come. These conversations will be taken into account when discussing housing policy for the city which may increase dialogue about many other related issues.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

N/A

City of Franklin

Consolidated Plan for Housing and Community Development



Contents:

Five Year Consolidated Plan 2015-2020

Annual Action Plan 2015-2016

Prepared by:
The Housing Fund

The Housing Fund
305 11th Avenue South
Nashville, Tennessee 37203



The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator		Building & Neighborhood Services

Table 1 – Responsible Agencies

Narrative

The Department of Administration is the City agency charged with developing the Consolidated Plan and implementing its programs. The City Administrator is responsible for the daily operations and management of the City and its more than 600 employees, as well as overseeing a General Fund budget of over \$53 million. Within the City Administrator's Office reside the Assistant City Recorder for Records, Human Resources, Legal, Community Relations and Public Safety. The City Administrator is directly responsible for two Assistant City Administrators who oversee the service areas (Street, Engineering, Finance, Planning, Solid Waste, Water and Wastewater and Community Development), as well as the Parks and Recreation Department. The Community Development office directly administers the Consolidated Plan programs.

Consolidated Plan Public Contact Information:

Kathleen Sauseda
Housing Development Coordinator

Building & Neighborhood Services
Phone: (615) 550-6608
Fax: (615) 791-3217
Email: kathleens@franklintn.gov

PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Franklin began the consultation period in December 2014 with a series of meetings with city departments, nonprofits, and the City's Housing Commission. The City has also held recent housing summits and conducted a survey to gain input on housing needs of the city.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Many of the consultation efforts allowed for greater coordination efforts for anticipated activities. For example, during the consultation with the city's Fire Department, the city coordinated a way to publicize the rehabilitation activities of the city. The city will follow up with partners and other city departments to continue to coordinate city's activities and efforts in the future.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

Bridges of Williamson County, a domestic violence shelter for men, women, and children, is a member of the area Continuum of Care. It also receives an Emergency Shelter Grant (ESG) for emergency shelter activities for domestic violence victims and family members. The city will continue to coordinate and assist as necessary with Bridges of Williamson County. Also, the city will refer individuals and families to existing networks in surrounding areas.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

During the course of the consolidated planning process individual consultations were conducted with various groups and organizations in addition to the general public meetings and hearing. City agencies consulted included the Department of Streets, Department of Solid Waste Sanitation and Environmental Services, Department of Building and Neighborhood Services, and the Fire Department. Information was also collected from the Police Department and an interview was held and information received from the Franklin Housing Authority.

Non-profits organizations working on community development and housing issues in Franklin were also consulted. These groups included Community Housing Partnership, Mount Hope Hard Bargain Neighborhood Association, Bridges, and the TN Council for Fair Housing.

Summary of comments/recommendation:

- More coordinated fair housing outreach and education
- Section issues with landlords now that FHA will be receiving vouchers
- Financial assistance for non-profits acquiring land for housing development
- Continue with emergency rehabilitation program
- Capacity of non-profit housing developers
- Homeless providers need consistent funding
- Need for affordable homebuyer and rental opportunities
- Need additional homeless services other than for domestic violence victims
- Education on fire prevention
- Public improvements such as street surfacing, new sidewalks, and handicap accessibility features
- Need a drop off bulk item waste site

Table 2 – Agencies, groups, organizations who participated

2	Agency/Group/Organization	City of Franklin
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The following city departments were consulted: Codes, Planning, Sanitation Services, Administration, and Public Works.
3	Agency/Group/Organization	Community Housing Partnership
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Individual consultation
4	Agency/Group/Organization	Tennessee Fair Housing Counseling
	Agency/Group/Organization Type	Fair Housing
	What section of the Plan was addressed by Consultation?	Needs Assessment; fair housing
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Individual consultation
5	Agency/Group/Organization	Mt. Hope Hard Bargain Neighborhood Association
	Agency/Group/Organization Type	Housing Services – housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
6	Agency/Group/Organization	Bridges
	Agency/Group/Organization Type	Homeless services, Housing
	What section of the Plan was addressed by Consultation?	Needs Assessment – homeless, domestic violence/stalking
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Individual consultation

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
To be added later		

Table 3 – Other local / regional / federal planning efforts

PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

Citizen participation is ongoing until the end of the public comment period. The City held a public meeting on the Consolidated Plan in addition to the required public hearing. The consolidated planning process was also an agenda item for the Affordable Housing Commission and a formal presentation was made before that body, which is another public meeting open to the general public.

DRAFT

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The City of Franklin and the City's Housing Commission has been quite aggressive in assessing the housing needs of the community and addressing those needs with appropriate strategies, including:

- BBC Research & Consulting firm completed a Housing Needs Assessment for the City of Franklin in May, 2014. There are several references and data to this assessment in this section.
- A Facebook survey was conducted in January 2015 that asked the question, "What is the first thing that comes to mind when you hear the terms "affordable housing" or "workforce housing?"
- Two housing summits were conducted in January and February 2015 with nearly 300 participants (including city leaders, nonprofit organizations, representatives from the business community, and interested residents) to discuss housing needs and options in the City of Franklin.

Additionally, nonprofit organizations and city departments were consulted during the consolidated planning process to discuss housing, homelessness, and community development needs.

The Needs Assessment provides information related to housing needs in the city including housing problems defined as substandard housing, overcrowding, and cost burden. Substandard housing is when there is a lack of complete plumbing facilities or kitchens. Overcrowding is when there is over 1 person per room. Cost burden is when a household pays over 30% of their gross income on housing costs including utilities. Data for this assessment is provided by 2007-2011 Comprehensive Housing Affordability Strategy (CHAS).

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

In the past decade, there has been nearly a 40% increase in population, households, and median income. The City of Franklin is the largest city within Williamson County, which is the fastest growing county in Tennessee. According to the Williamson County Chamber of Commerce, growth is expected to increase by 51% expected by 2023. There are 23,760 households in the city of Franklin, with approximately 23% of the households under 80% of the Household Area Median Family Income (HAMFI) bracket. Nearly a quarter of households in Franklin are considered to be low income. Approximately 30% of these households contain a person between the ages of 62-74, and 44% of households with a person over 75 years of age are at 80% or below of the HAMFI. This may mean that many of these households are elderly households which may need accessible accommodations or may them in the near future.

Table 4 outlines households with at least one housing problem. Housing problems are defined as lacking kitchen or complete plumbing, overcrowding, and/or cost burden (housing costs exceeding 30% of gross annual income). There are 1,220 renter households and 1,510 owner households with at least one housing problem with a majority of those households under 80% of the HAMFI. In Franklin, there are 2,160 renter households (13%) and 1,945 owner households (11%) that are considered cost burdened with over 30% of their gross income spent on housing, including utilities. Tables are provided below that provides more detail about the housing needs in Franklin.

Demographics	Base Year: 2000	Most Recent Year: 2011	% Change
Population	44,898	61,530	37%
Households	17,172	23,757	38%
Median Income	\$56,431.00	\$77,118.00	37%

Table 4 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households *	1,440	1,385	2,670	1,860	16,405
Small Family Households *	480	510	985	710	9,315
Large Family Households *	145	80	135	115	1,350
Household contains at least one person 62-74 years of age	255	365	429	320	2,165
Household contains at least one person age 75 or older	245	250	395	210	925
Households with one or more children 6 years old or younger *	200	240	315	280	3,005
* the highest income category for these family types is >80% HAMFI					

Table 5 - Total Households Table

Data Source: 2007-2011 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	0	10	90	25	125	15	0	0	0	15
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	0	60	0	60	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	0	25	35	0	60	35	0	0	0	35
Housing cost burden greater than 50% of income (and none of the above problems)	455	390	125	0	970	515	310	490	145	1,460

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	130	305	595	259	1,289	55	50	500	270	875
Zero/negative Income (and none of the above problems)	70	0	0	0	70	55	0	0	0	55

Table 6 – Housing Problems Table

Data Source: 2007-2011 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	455	430	310	25	1,220	565	310	490	145	1,510
Having none of four housing problems	230	450	880	784	2,344	75	205	990	905	2,175
Household has negative income, but none of the other housing problems	70	0	0	0	70	55	0	0	0	55

Table 7 – Housing Problems 2

Data Source: 2007-2011 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	175	300	385	860	195	110	345	650
Large Related	70	80	0	150	70	0	130	200
Elderly	145	130	175	450	260	210	300	770
Other	190	215	295	700	75	35	215	325
Total need by income	580	725	855	2,160	600	355	990	1,945

Table 8 – Cost Burden > 30%

Data 2007-2011 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	130	105	55	290	195	110	130	435
Large Related	30	10	0	40	70	0	35	105
Elderly	125	130	120	375	205	185	140	530
Other	165	145	40	350	75	10	185	270
Total need by income	450	390	215	1,055	545	305	490	1,340

Table 9 – Cost Burden > 50%

Data 2007-2011 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	0	25	80	0	105	35	0	0	0	35

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	0	0	0	0	0	0	0	0	0	0
Other, non-family households	0	0	15	0	15	0	0	0	0	0
Total need by income	0	25	95	0	120	35	0	0	0	35

Table 10 – Crowding Information – 1/2

Data Source: 2007-2011 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 11 – Crowding Information – 2/2

Data Source:
Comments:

Describe the number and type of single person households in need of housing assistance.

According to the 2007-2011 American Community Survey (ACS), there are 3,353 single person, owner-occupied households (21%) in the City of Franklin and 2,712 single person, renter-occupied households (26%). A majority of the single person households are renter-occupied with a majority of the units being 1-2 bedroom units. A majority (52%) of the contract rents provided in the ACS for 2 bedroom units is over \$1,000. There are approximately 42% of 2 bedroom units available with rents between \$500-999. In addition, small related households have a much higher cost burden rate for all incomes at or below 80% area median income in renter occupied units than owner occupied units.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

According to the 2009-2013 American Community Survey (ACS) estimates, there are approximately 19% of Franklin's population with a disability, with 47% of them over the age of 65 years old.

Victims of domestic violence, dating violence, sexual assault and stalking are currently served by Bridges Domestic Violence Center, a nonprofit dedicated to assisting victims of physical, mental, and sexual abuse. It also provides a 24-hour crisis hotline. The Giving Matters database currently reports that Bridges fields more than 12,000 calls for crisis, information, or referrals each year. Nearly 4,700 hours of

group and individual counseling are provided annually. Additionally, a safe shelter is provided at their 15 bed housing facility offered to victims fleeing their homes, at no charge.

What are the most common housing problems?

According to the tables above, cost burden is identified as the most common housing problem with a total of 2,160 renters (13% of the total amount of households) and 1,945 owner households (11%). The elderly population has a greater percentage of cost burden in owner households while small related households have the greatest percentage in renter households.

Are any populations/household types more affected than others by these problems?

Overall, renters experienced more substandard housing issues than owners, however, renters are also more cost burdened than owners. Both renter and owner households at or below 30% of the area median income are most likely to be cost burdened, paying more than 30% or even 50% of their income on housing costs. Small related households (2-4 members) tend to be more cost burdened than large related or elderly households, however, elderly owner and renter households have the second highest amount of households who are cost burdened. It should be noted that households living in public housing units or who receive Section 8 vouchers are by definition not cost burdened.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

There are no formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The City of Franklin does not provide estimates of the at-risk populations.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

There are 16,365 households in Franklin and 4,205 (26%) of them have children present in the household. Of the 26%, a majority of the households are in households over 80% AMFI (84%), while the remainder (16%) of households is below 80% HAMFI for owners. Approximately 2% of households are at or below 30% of the HAMFI. For renters, 62% of households have children present and 38% are at or below 80% of the HAMFI, over a third of those households are at or below 30% of HAMFI.

Housing problems and housing costs can be determinants for evaluating the risk of homelessness. Over 30% of households in the City of Franklin are paying greater than 30% of their income on housing costs, making them cost burdened. This includes families of all income types. Approximately, 1,440 households are cost burdened with incomes at or below 30% AMI. The number grows substantially when including households with incomes at or below 80% AMI, with 2,670 households. In total, there are approximately 4,105 total households (17% of the total households) that are cost burdened greater than 30%, and additionally, there are 2,395 (10% of total households) cost burdened greater than 50%. Essentially, 27% of the total amount of households at or below 80% AMI are cost burdened at least by 30%.

DRAFT

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Housing problems are generally categorized as a housing unit lacking complete kitchen facilities, lacking complete plumbing facilities, has more than one person per room, and/or is cost burdened greater than 30%. Analyzing existing units to determine if there are housing problems is partly determinant on the condition of housing stock, as well as, if residents are able to pay for improvements for greater housing stability. This analysis provides the need by income and racial or ethnic background.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,160	190	135
White	805	105	90
Black / African American	275	80	20
Asian	0	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	70	0	25

Table 12 - Disproportionately Greater Need 0 - 30% AMI

Data Source: 2007-2011 CHAS

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	910	355	0
White	540	255	0
Black / African American	190	75	0
Asian	40	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Hispanic	140	4	0

Table 13 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2007-2011 CHAS

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,290	1,000	0
White	1,120	740	0
Black / African American	85	175	0
Asian	35	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	20	70	0

Table 14 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2007-2011 CHAS

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	735	1,240	0
White	680	1,025	0
Black / African American	25	135	0
Asian	10	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	20	55	0

Table 15 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2007-2011 CHAS

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205

(b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The four severe housing problems are defined as the following:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room (overcrowded),
4. Cost Burden over 50%

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,020	325	135
White	720	195	90
Black / African American	245	105	20
Asian	0	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	40	25	25

Table 16 – Severe Housing Problems 0 - 30% AMI

Data Source: 2007-2011 CHAS

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	480	795	0
White	370	425	0
Black / African American	60	205	0
Asian	4	35	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	40	110	0

Table 17 – Severe Housing Problems 30 - 50% AMI

Data Source: 2007-2011 CHAS

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	445	1,840	0
White	415	1,440	0
Black / African American	0	260	0
Asian	10	40	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	20	70	0

Table 18 – Severe Housing Problems 50 - 80% AMI

Data Source: 2007-2011 CHAS

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	240	1,740	0
White	205	1,505	0
Black / African American	25	135	0
Asian	10	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	75	0

Table 19 – Severe Housing Problems 80 - 100% AMI

Data Source: 2007-2011 CHAS

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NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	15,455	3,380	2,195	135
White	13,330	2,750	1,760	90
Black / African American	1,080	275	330	20
Asian	430	100	24	0
American Indian, Alaska Native	0	0	0	0
Pacific Islander	0	0	0	0
Hispanic	530	225	45	25

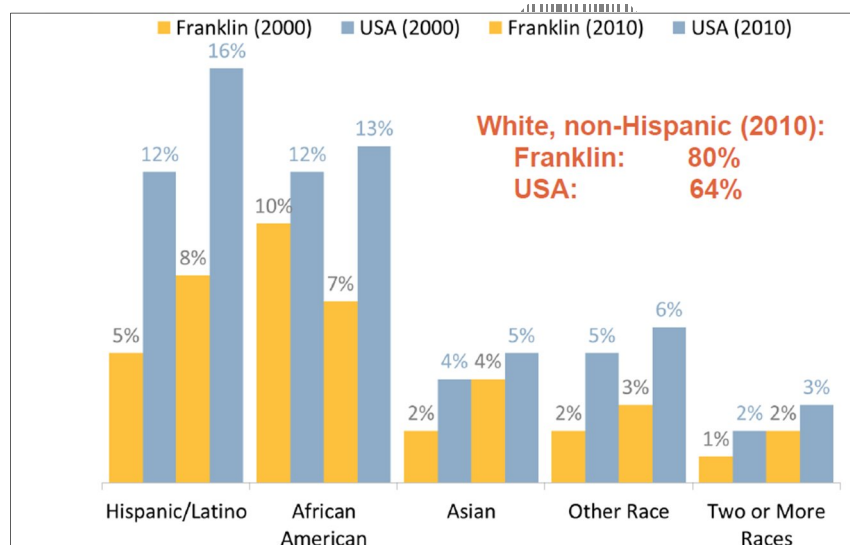
Table 20 – Greater Need: Housing Cost Burdens AMI

Data Source: 2007-2011 CHAS

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

According to the HUD's CPD information, nearly 80% of the population is of the "White alone" race, while 20% identifies as Black or African American (7.53%), Asian alone (4.20%), Two or more races (1.29%), or persons of Hispanic origin (7.92%). The table below shows a decline in percentage of the African American population from 2000 to 2010, but slight increases in other races and ethnic groups including the Hispanic/Latino population and the Asian population.



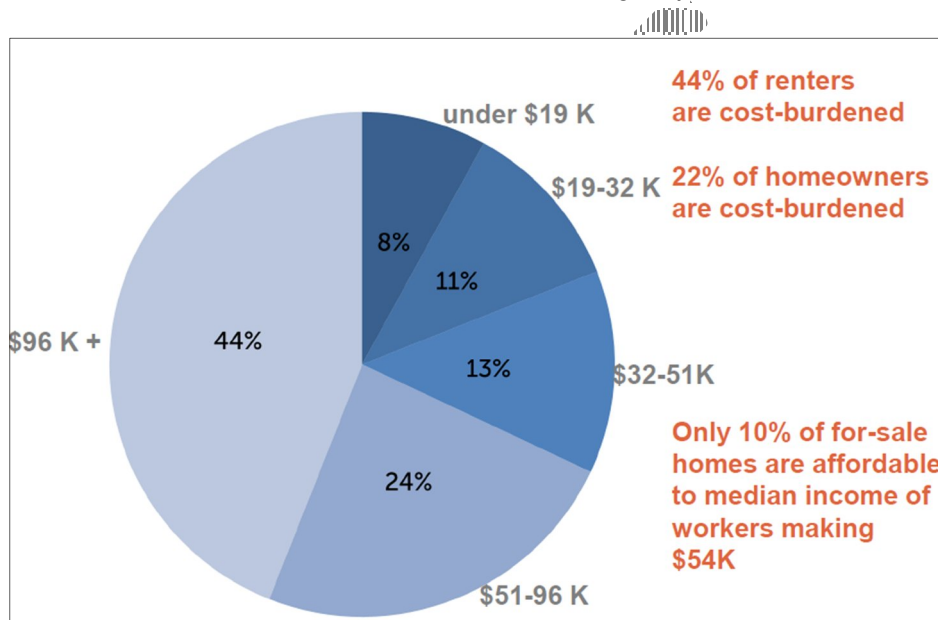
There are approximately 1,485 households in the 0-30% AMI category. Of those households, approximately 78% have at least one housing problem. A majority of the households with housing problems in this category are in the "White" race (68%) and 24% are in the Black/African American race, while 6% of the households are Hispanic.

Of the 1,265 households in the 30-50% AMI category, there are approximately 59% in the White population, 21% in the Black/African American population, 4% Asian, and 15% Hispanic population with severe housing problems. For households in the 50-80% AMI category, again the majority are White at 87%.

Of all the housing problems, the largest issue for households in all racial or ethnic groups is cost burden, especially in households at or below 30% AMI.

If they have needs not identified above, what are those needs?

Housing cost burden has the largest number of households with a problem in the City of Franklin. Affordable housing for households at or below 80% AMI is a great need in the city. Housing options are needed that allow for no more than 30% of their incomes to be spent on housing costs including utilities. The pie chart below shows more detail about the incomes that are cost burdened, which was presented at the 2015 Housing Summit, showing nearly double renter cost burden than 22% cost burdened for all income groups in Franklin.



The City of Franklin has a Housing Commission “to encourage the production and maintenance of affordable housing, raise community awareness of potential business opportunities involving partnerships with neighborhood residents and community development organizations, and advise the Board of Mayor and Alderman on affordable, workforce, and moderately-priced housing issues and opportunities.” A Facebook survey was conducted in January 2015, to answer the following question, “What is the first thing that comes to mind when you hear the terms “affordable housing” or “workforce housing?” Additionally, the City of Franklin has held two housing summits in January and February 2015, to share ideas and expectations for future housing.

In May 2014, a Housing Needs Assessment was provided by BBC Research & Consulting that provided a summary of needs to be addressed, as follows:

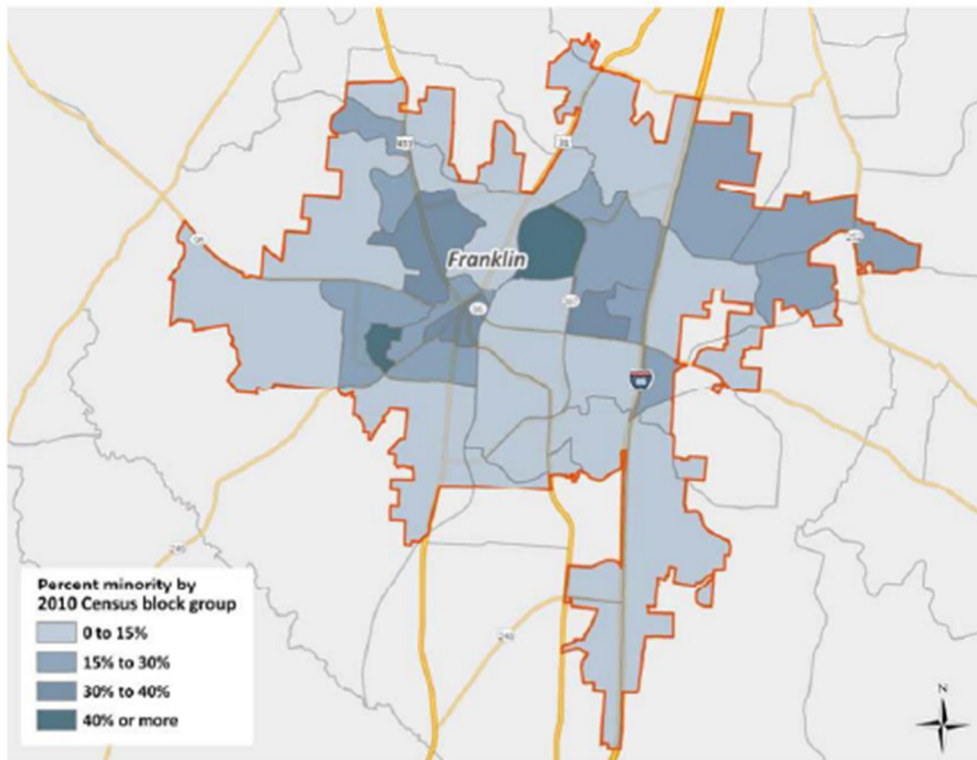
- The current rental gap,

- developing housing that future workers can afford (generally homes priced less than \$250,000-\$350,000, depending on their wages, and rental units priced less than \$1,000 per month)
- Supplying more senior-friendly, low maintenance homes.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The Housing Needs Assessment conducted in 2014 provided the following map showing minority population concentrations in the City of Franklin. The greatest percentages of concentrations of minority residents are east of the city center, north of Murfreesboro Road and a small area west of the city center, along Downs Boulevard. The HUD Community Planning and Development maps also reveal that the area along Downs Boulevard has a greater percentage of African Americans (between 22-45% of overall census tract population) while the area north of Murfreesboro Road has a concentration of Hispanic origin (23-47% of overall census tract population).

Percent of Block Group Population that is Minority, Franklin, 2010



NA-35 Public Housing – 91.205(b)

Introduction

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	251	0	0	0	0	0	0

Table 21 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	
Average Annual Income	0	0	11,115	0	0	0	0	0	0
Average length of stay	0	0	9	0	0	0	0	0	0
Average Household size	0	0	2	0	0	0	0	0	0
# Homeless at admission	0	0	0	0	0	0	0	0	0

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
# of Elderly Program Participants (>62)	0	0	92	0	0	0	0	0
# of Disabled Families	0	0	42	0	0	0	0	0
# of Families requesting accessibility features	0	0	251	0	0	0	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 22 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	92	0	0	0	0	0	0
Black/African American	0	0	158	0	0	0	0	0	0
Asian	0	0	0	0	0	0	0	0	0

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
American Indian/Alaska Native	0	0	0	0	0	0	0	0	0
Pacific Islander	0	0	1	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 23 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	13	0	0	0	0	0	0
Not Hispanic	0	0	238	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Franklin's Public Housing Authority has nearly 200 families on its waiting list so additional affordable units are needed for lower income households.

Most immediate needs of residents of Public Housing and Housing Choice voucher (HCV) holders:

The immediate need of HCV participants is the need for more landlord participation. HCV participants also need landlords that provide fair market rents. Most two bedroom rentals in the City of Franklin are over \$1200 monthly which is considerably higher than the standard payment for HCV or housing authority rents.

How do these needs compare to the housing needs of the population at large

Affordable and workforce housing is a need in the Franklin community. With median home prices over \$450,000, many workers commute from other areas in the Middle Tennessee area and are not city residents. As the population increases and ages, housing needs will continue to be an issue for the community. A lack of available smaller one level homes has become an issue for empty-nesters wanting to downsize. Also, a lack of affordable housing is driving younger families to other parts of the Middle Tennessee area and not in the city of Franklin.

NA-40 Homeless Needs Assessment – 91.205(c)

The City of Franklin is a part of Buffalo Valley and the Homeless No More Continuum of Care (CoC). A Point-In-Time count was conducted on January 28, 2015 by the Franklin Police Department and area shelters and first responders. On that date, four single individuals were found homeless with two chronic homeless individuals identified.

While not a major problem in the City of Franklin, the issue of homelessness still exists. Homeless persons and families come from a variety of social circumstances. There are persons and families stranded from travel along the interstate system, persons and families that have been evicted from existing rental arrangements, and families and persons escaping domestic violence or other social issues. During the recent homeless count, 2 families were found in cars. Although not on the street, they were absent of a home.

The Continuum of Care that includes Franklin services over 20 Tennessee counties with a current projected pro rata share of \$930,000. Recent point-in-time counts done by the Continuum have not had a focus in Williamson County, however area nonprofits and Franklin Police Department counted on January 28, 2015. Consequently, given the smaller number of homeless in Franklin, more refined data regarding homelessness and its subpopulations may be needed to address homelessness further.

Williamson County Schools indicated that the school district is not aware of any students/families enrolled in their schools that meet the HUD definition of homeless. If a student is identified as being homeless, the school district can refer the family to Grace Works Ministries or My Friend's House. The McKinney Vento Act definition of homelessness is used to determine if a student is homeless.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

In addition to the elderly, there are other special need populations with housing problems, such as those with developmental and non-developmental disabilities, persons with AIDS or who are HIV positive, families in need of public housing, and the victims of domestic violence.

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NA-50 Non-Housing Community Development Needs – 91.215 (f)

Non-housing community development needs were discussed in the process of developing the 2007-2010 Consolidated Plan, many of which are now and will continue to be addressed through existing programs and services. Among the needs cited by service providers was the need for infrastructure support of new affordable housing developments, the availability and affordability of land for workforce housing, and planning assistance for specific target areas and areas of potential redevelopment. These activities will be the initial priorities for non-housing community development needs under Franklin's Community Development Block Grant program.

Community Development Block Grant (CDBG) funds will be an important tool in providing non-housing community development activities as the program grows, and will be supplemented with local public and private-sector resources whenever feasible. These activities will be designed to:

- benefit eligible low- and moderate-income families;
- aid in the elimination of slums or blight and
- assist with community development needs which pose a serious and immediate threat to the health or welfare of the community.

As described in the section on geographic areas of significance at the beginning of this Consolidated Plan, the jurisdiction particularly focuses CDBG funds to two specific low- and moderate-income residential areas, Hard Bargain and Natchez. These areas are selected because they are good candidates for effective and visible treatment within the scope of CDBG and local resources. In addition, there is often evidence of slum and blight, and a strong need for economic development among neighborhood residents and businesses.

Other community development needs, including in areas outside the two target neighborhoods, are important and may receive some CDBG funding as well. These needs will largely be funded from local government, private, and/or other sources. The majority of these needs are identified in the city's Capital Improvement Budget (CIB), generated from priorities set by City Departments and approved by the Board of Mayor and Aldermen. Such community development needs may include:

- senior centers,
- other neighborhood and public facilities,
- water and sewer (including flood drainage) improvements,
- other infrastructure improvements, such as streets and sidewalks
- some public services,
- historic preservation, and
- larger commercial/industrial assistance.

Public Facilities

Improving public facilities where they are substandard is important to creating a desirable residential environment and to remove barriers to and attract investment by homeowners, housing developers, and small businesses. Public facilities that have high visibility, such as parks and recreation facilities, particularly in target areas, will be assessed as early as possible with a goal of improving the livability and visual appearance of the areas. This is an important initial step in upgrading the image an area projects and convincing people that a neighborhood is being “turned around.” Wherever possible, CDBG funds will be leveraged with other sources of private and public funds.

Public Improvements

Improving public infrastructure is also important to provide a desirable residential environment and to remove barriers to and attract investment by homeowners, housing developers, and small businesses. Public improvements that have high visibility, such as street improvements, sidewalks, and storm water drainage projects, particularly in target areas, will be assessed as early as possible with a goal of improving the visual appearance and physical functioning of an area. Wherever possible, CDBG funds will be leveraged with other sources of private and public funds.

Public Services

Housing affordability depends on one of two factors, the cost of housing and/or the ability to pay. Employment and training opportunities directly impact the ability to pay, thereby making housing more affordable and homeownership more viable. Other services such as homebuyer and financial counseling are also important, as are services which enable low to moderate incomes persons to become self-sufficient. Self-discipline, self-esteem, leadership, and team effort are all lessons that must be learned during youth. Initiatives that offer these opportunities to at-risk youth, particularly during after-school periods and in the summer, will be pursued. Wherever possible, CDBG funds will be leveraged with other sources of private and public funds. In addition, the capacity of community development staff will be leveraged where appropriate with the capacity of other public and private agencies, and non-profit organizations to develop and manage public service projects.

Economic Development

Programs and activities aimed at maintaining or improving social and economic conditions are vital to the long-term future of the community. Particular emphasis will be placed on activities that benefit unemployed and underemployed residents, public actions necessary to stimulate selected economic activities, public investments which can most cost-effectively achieve objectives, and activities with long-term impacts on the neighborhood environment, housing demands, unemployment, tax revenues, and other key variables. Wherever possible, CDBG funds will be leveraged with other sources of private and public funds.

The major obstacles to meeting the non-housing community development needs identified in this section are funding and the competing housing needs. Obstacles related to the cost of acquiring land are also prominent, and have been discussed earlier in the section on housing needs.

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Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The City of Franklin has a large amount of newly constructed homes available for higher income households that are not reflective of its current workforce. Affordable housing is a key issue in the city as it prepares for more residents and more employees in its workforce. Opportunities for households at lower and moderate income levels to rent and own are needed in the city to provide options for its existing residents and future residents.

The majority of property types in the city are 1-unit detached structures, single-family homes, at 64%. The second housing type is structures with 5-19 units, apartment dwellings. Owner occupied units have a greater percentage with 3 or more bedrooms, while renter occupied units have a greater percentage of 2 or more bedrooms.

The recent Housing Needs Assessment, surveys, and Housing Summits have shown the need for additional dialogue to continue to discuss affordable housing opportunities. The data used in this analysis is from the American Community Survey, as well as the recent Housing Needs Assessment completed in 2014.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	15,905	64%
1-unit, attached structure	2,081	8%
2-4 units	1,283	5%
5-19 units	3,698	15%
20 or more units	1,698	7%
Mobile Home, boat, RV, van, etc	365	1%
<i>Total</i>	<i>25,030</i>	<i>100 %</i>

Table 25 – Residential Properties by Unit Number

Data Source: 2007-2011 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	0	0%	206	3%
1 bedroom	108	1%	1,547	21%
2 bedrooms	1,747	11%	3,678	50%
3 or more bedrooms	14,510	89%	1,961	27%
<i>Total</i>	<i>16,365</i>	<i>101 %</i>	<i>7,392</i>	<i>101 %</i>

Table 26 – Unit Size by Tenure

Data Source: 2007-2011 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The existing housing programs are specifically for very low-income households (30% AMI or below) due to the availability of programs and funding. In essence, a majority of the units targeted toward low-income households are public housing or Section 8 units. There are no low-income housing tax credit (LIHTC) units in the city of Franklin.

The City of Franklin does have one Community Based Development Organization (CBDO), Hard Bargain Association, that carries out activities necessary for acquisition, rehabilitation and resale, new construction, or conversion of a non-residential structure to a residential structure for low to moderate income owner occupants in the City of Franklin.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

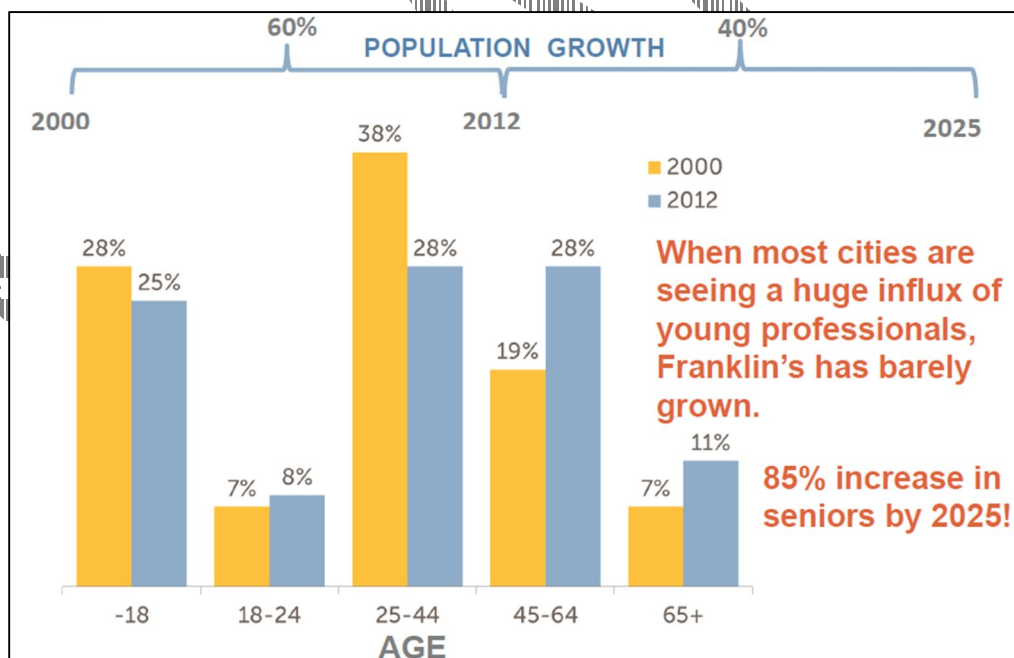
There are no units expected to be lost.

Does the availability of housing units meet the needs of the population?

In May 2014, a Housing Needs Assessment was completed by BBC Research & Consulting to advise the City of Franklin on present and future housing needs. According to the Housing Needs Assessment, there are two current gaps in housing in Franklin:

- starter homes, priced less than \$250,000 and
- affordable rentals, priced less than \$750/month.

The recent housing forums concluded that housing for the existing and future workforce and for young professionals need to be addressed as priorities. As presented at the recent Housing Forum, young professionals and seniors are two population groups that have current and future housing needs.



As mentioned in the Needs Assessment, 44% of renter households are cost burdened and 22% of owner households are cost burdened in the City of Franklin. Affordable housing options and different types of housing are a definite need in the city.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction:

Cost of Housing

	Base Year: 2000	Most Recent Year: 2011	% Change
Median Home Value	179,500	309,400	72%
Median Contract Rent	686	922	34%

Table 27 - Cost of Housing

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	794	10.7%
\$500-999	3,798	51.4%
\$1,000-1,499	1,870	25.3%
\$1,500-1,999	483	6.5%
\$2,000 or more	447	6.1%
<i>Total</i>	<i>7,392</i>	<i>100.0 %</i>

Table 28 - Rent Paid

Data Source: 2007-2011 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	180	No Data
50% HAMFI	580	195
80% HAMFI	2,210	945
100% HAMFI	No Data	1,695
<i>Total</i>	<i>2,970</i>	<i>2,835</i>

Table 29 - Housing Affordability

Data Source: 2007-2011 CHAS

Monthly Rent

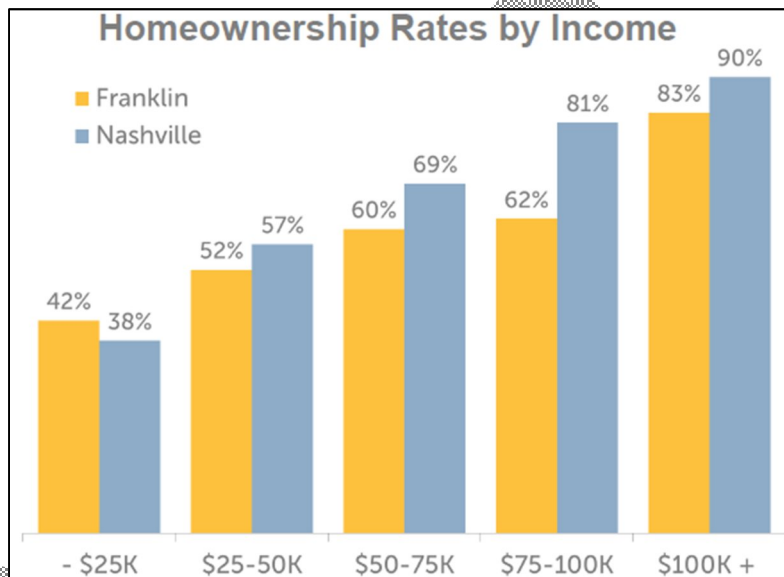
Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	\$616	\$710	\$850	\$1,130	\$1,213
High HOME Rent	\$616	\$711	\$851	\$1100	\$1208
Low HOME Rent	\$587	\$629	\$755	\$872	\$973

Table 30 – Monthly Rent (HUD 2014 rent limits)

Is there sufficient housing for households at all income levels?

No. Currently, the median rent in 2012 is \$1,044 in Franklin and 40% of Franklin's renters and in-commuters cannot afford the median rent.

The following graph was presented at the Housing Summit and shows that 70% of Franklin households cannot afford the \$366,000 median sale price for homes in the city. From 2000 to 2011, home values increased by 72% while the median income has only increased by 14%.



How is affordability of housing likely to change considering changes to home values and/or rents?

Affordability of housing is declining in the city of Franklin while home values and rents are expected to increase. The Metro Nashville region is expecting 1,000,000 more in the population in the next two decades. With population increases and no change in affordable housing units, the following are likely consequences:

- Declining homeownership rate and declining wealth in community
- Poor economic development, weak job growth, increase in unemployment
- Racial, cultural and economic diversity disappears
- Seniors without services and safe housing
- Traffic and air quality issues
- Less revenue and increased expenditures on preventable costs

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The current Low HOME rents are considerably lower than fair market rents especially for the larger bedroom units. Low HOME rent for a 3 bedroom unit is \$258 less than the fair market rent for a 3 bedroom and \$240 less than the fair market rent for a 4 bedroom unit. Even with High HOME rents, there is a \$130 gap for a 3 bedroom unit from the fair market rate.

As shown in Table 5, the amount of units available for households earning 80% or below of the HAMFI is only 2,970 rental units and 2,835 owner occupied units of the 25,030 total current units in Franklin (approximately 12%).

Additional affordable rental units are needed to fill the gaps for the existing low to moderate income households and anticipated population growth. It is important to note that only 15% of jobs in Franklin are held by the residents of Franklin and there are 16,000 more workers expected by 2025. Without affordable housing options, additional in-commuters will increase the need for infrastructure improvements for sustainability.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Analyzing the existing housing supply, the condition of the housing stock, the number of vacant and abandoned units, and the risk posed by lead-based paint is essential to understanding rehabilitation needs and critical rehabilitation needs that may be posed with health hazards such as lead based paint.

Definitions

When discussing rehabilitation efforts, there are two definitions that are considered by the city and any subrecipient or agency involved in rehabilitation. Standard rehabilitation can mean it meets HUD Housing Quality Standards and it meets all state and local codes. Substandard rehabilitation is when the unit is in poor condition yet it is both structurally and financially feasible to rehabilitate. The following table displays the number of housing units, by tenure, based on the number of conditions the unit has and the percentage of total units by category. Selected “conditions” are defined as a unit that:

- lacks complete plumbing facilities,
- lacks complete kitchen facilities,
- more than one person per room, and
- cost burden greater than 30%

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	4,199	26%	2,666	36%
With two selected Conditions	35	0%	281	4%
With three selected Conditions	0	0%	0	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	12,131	74%	4,445	60%
<i>Total</i>	<i>16,365</i>	<i>100 %</i>	<i>7,392</i>	<i>100 %</i>

Table 31 - Condition of Units

Data Source: 2007-2011 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	5,838	36%	1,269	17%
1980-1999	7,810	48%	4,145	56%
1950-1979	2,117	13%	1,561	21%
Before 1950	600	4%	417	6%
<i>Total</i>	<i>16,365</i>	<i>101 %</i>	<i>7,392</i>	<i>100 %</i>

Table 32 – Year Unit Built

Data Source: 2007-2011 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	2,717	17%	1,978	27%
Housing Units build before 1980 with children present	2,740	17%	775	10%

Table 33 – Risk of Lead-Based Paint

Data Source: 2007-2011 ACS (Total Units) 2007-2011 CHAS (Units with Children present)

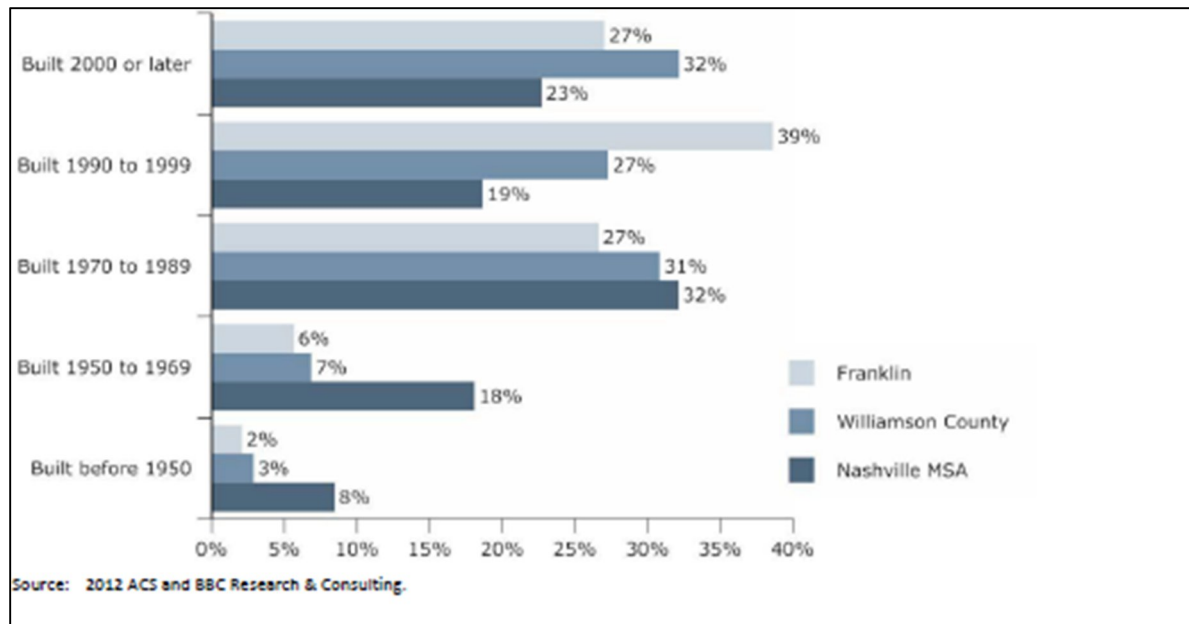
Need for Owner and Rental Rehabilitation

Approximately 4,199 (26%) of owner-occupied units have one condition, while 2,666 renter-occupied units (36%) have one condition. Additionally, 4% of renter-occupied units have two selected conditions. Over a quarter of both renter and owner-occupied units are in need of repair.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Lead-based paint was eliminated from use in residential dwellings in 1978. Lead-based paint poisoning in housing units constructed before that time can be a potentially serious problem. This is particularly the case in geographic areas where there is a concentration of older homes that have not been renovated or mediated for the presence of lead-based paint. Although the median age of housing in Franklin at the time of the 2010 U.S. Census was less than twenty years (median year structure built = 1995), there are dwellings, particularly in the historic core, where lead-based paint continues to be present.

The vast majority of housing units in Franklin have been constructed since 1979, approximately 83%. This percentage has continued to increase in recent years as the City grows and more new housing units are brought on-line. Older historic homes have continued to be restored and largely mediated of lead-based paint in the process. Only 2% of homes were constructed prior to 1950. While a majority of the homes were built between the years 1990 and 1999.



MA-25 Public and Assisted Housing – 91.210(b)

Introduction:

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			297						
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 34 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

There are currently 293 public housing units and 42 housing choice vouchers (HCV), serving nearly 600 residents in the City of Franklin. These units are spread within the following sites:

- Brookwood Avenue
- Carter Street
- Cherokee Place
- Chickasaw Place
- Edgewood Boulevard
- Granbury Street
- Iris Place
- Johnson Circle
- Natchez Street

- Park Street
- Reddick Circle
- Shawnee Drive
- Short Court
- Spring Street
- Strahl Street
- Sunflower Court
- West Meade Boulevard

The Franklin Housing Authority is considered a high-performing public housing agency (PHA) whose mission is to provide more affordable housing to the City of Franklin and Williamson County. One of the goals of Franklin Housing Authority is to convert as many public housing units to RAD PBV units along with construction of additional affordable housing units which may include a homeownership program.

DRAFT

Public Housing Condition

Public Housing Development	Average Inspection Score
Harpeth Homes	72.23
Reddick Homes	66.25
Johnson Circle	67.99
Cherokee Place	68.69
Park Street	71.60

Table 35 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

FHA's agency plan has approximately 186 families on the waiting list with 52 annual turnovers. Of the families on the waiting list, 68% of them fall within the extremely low income ($\leq 30\%$ AMI), 22% fall within the very low income ($> 30\%$ but $\leq 50\%$ AMI), and 9% are low income ($> 50\%$ but $< 80\%$ AMI). The current quality and accessibility standards are relatively low (1-2 ranking on a scale of 1-4).

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

As stated in the agency plan, FHA will employ effective maintenance and management policies to minimize the number of public housing units offline. FHA will reduce the turnover time for vacated public housing units. FHA will leverage affordable housing resources in the community through the creation of mixed-finance housing. FHA will pursue housing resources other than public housing or Section 8 tenant-based assistance. FHA will adopt rent policies that support and encourage employment.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

Bridges Domestic Violence Center is the only agency that currently serves homeless women, men, and their children affected by domestic violence. There are currently no other homeless facilities or services available in Williamson County. This program is supported by United Way of Williamson County and other donors. There is a need for additional homeless facilities and services, such as health, mental health, and employment services to complement services targeted to homeless persons. Chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth most likely are seeking services in the Nashville area, however, the City of Franklin should review current processes and procedures in place to handle these populations. See the Homelessness Needs Assessment in the previous section for more information.

MA-35 Special Needs Facilities and Services – 91.210(d)

The elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other special need categories within the jurisdiction are all in need of facilities and additional services in the city and county.

The City of Franklin does not receive HOPWA funds and does not have access to HOPWA data, however, the city will continue efforts to compile data related to these needs and the needs of other special needs populations.

DRAFT

MA-40 Barriers to Affordable Housing – 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment.

Public regulatory policies such as zoning ordinances and subdivision regulations can directly or indirectly affect affordability by controlling supplies of residential land, the intensity and character of its use, and many of the costs in developing, owning, and renting housing. The City of Franklin does not consider public development policies and regulations to be major barriers to the provision of affordable housing. During the creation of land development policies, the City takes into account their impacts on all its citizens.

The major barriers to development of affordable housing in Franklin are more private sector oriented: the market value and cost of land in a growing, relatively affluent area with above average personal incomes; the increasing cost of materials and labor, particularly in a local economy with significant construction activity; and an inevitable element of "nimbyism."

Barriers to Fair Housing

The City of Franklin has been and continues to be very committed to ensuring that the residents of Franklin are aware of the laws that govern fair housing both on a local and federal level. The City works to educate its residents about the shortsightedness of "nimbyism" and the need to meet the diverse housing requirements of a growingly diverse community.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	47	32	0	0	0
Arts, Entertainment, Accommodations	2,925	6,482	13	14	2
Construction	765	2,506	3	6	2
Education and Health Care Services	4,590	5,738	20	13	-7
Finance, Insurance, and Real Estate	2,263	4,626	10	10	1
Information	837	1,344	4	3	-1
Manufacturing	1,411	2,401	6	5	-1
Other Services	959	1,569	4	4	-1
Professional, Scientific, Management Services	3,031	6,164	13	14	1
Public Administration	0	0	0	0	0
Retail Trade	3,043	8,785	13	20	7
Transportation and Warehousing	583	424	3	1	-2
Wholesale Trade	1,234	2,006	5	4	-1
Total	21,688	42,077	--	--	--

Table 36 - Business Activity

Data Source: 2007-2011 ACS (Workers), 2011 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	33,004
Civilian Employed Population 16 years and over	31,330
Unemployment Rate	5.07
Unemployment Rate for Ages 16-24	9.67
Unemployment Rate for Ages 25-65	3.92

Table 37 - Labor Force

Data Source: 2007-2011 ACS

Occupations by Sector	Number of People
Management, business and financial	11,782
Farming, fisheries and forestry occupations	932
Service	2,480
Sales and office	8,138
Construction, extraction, maintenance and repair	1,173
Production, transportation and material moving	720

Table 38 - Occupations by Sector

Data Source: 2007-2011 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	18,257	64%
30-59 Minutes	9,472	33%
60 or More Minutes	672	2%
<i>Total</i>	<i>28,401</i>	<i>100 %</i>

Table 39 - Travel Time

Data Source: 2007-2011 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	992	118	542
High school graduate (includes equivalency)	3,865	114	1,270
Some college or Associate's degree	5,632	441	1,648
Bachelor's degree or higher	16,172	658	2,519

Table 40 - Educational Attainment by Employment Status

Data Source: 2007-2011 ACS

Educational Attainment by Age

	Age				
	18-24 yrs	25-34 yrs	35-44 yrs	45-65 yrs	65+ yrs
Less than 9th grade	63	308	256	269	327
9th to 12th grade, no diploma	710	234	177	408	561
High school graduate, GED, or alternative	906	1,259	1,391	2,599	1,563
Some college, no degree	1,461	1,089	1,487	3,170	1,649
Associate's degree	157	377	584	1,014	318
Bachelor's degree	879	3,059	4,733	4,975	1,317
Graduate or professional degree	122	1,338	2,191	3,053	768

Table 41 - Educational Attainment by Age

Data Source: 2007-2011 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	18,087
High school graduate (includes equivalency)	29,533
Some college or Associate's degree	36,802
Bachelor's degree	53,286
Graduate or professional degree	72,951

Table 42 – Median Earnings in the Past 12 Months

Data Source: 2007-2011 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The education, retail trade, and professional, scientific, management services trades have the highest number of employees respectively. Many of these employees are in the Management, business and financial occupation with 11,782 employees. The second highest population is in sales and office.

Describe the workforce and infrastructure needs of the business community:

As noted in the Needs Assessment, only 15% of employees are residents of Franklin creating a large in-commuter population. There are many employees who commute regionally, with 64% having commute times less than 30 minutes and 35% with over 30 minutes in commutes. The infrastructure needs of the business community include traffic congestion and high commuter travel.

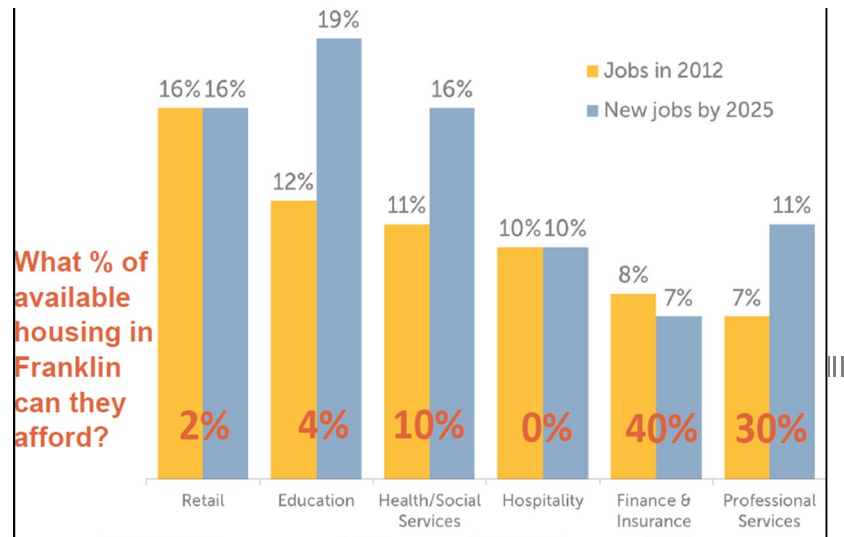
How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

A majority (54%) of civilians employed in the labor force have some college or associate's degree. While there is a highly skilled and educated workforce, a majority of employees commute to other cities. The workforce is diverse in age, but primarily is over 35 years old with at least a bachelor's degree.

The chart below, presented at the Housing Summit, shows the small group of residents who live and work in Franklin and shows the amount who live in Franklin and work outside of Franklin. By far the largest group and the majority of the workforce in Franklin work in the City, but do not live there (in-commuters).

Live & work in Franklin	8,000
Live in Franklin, but work outside	17,500
Work in Franklin, but live outside	43,000

Many of the in-commuters cannot afford to live in Franklin, as displayed in the graph below. Additionally, 16,000 new workers are expected by 2025 and at least half of the jobs will be paying less than median income (\$54K). As shown below, only employees in the Finance & Insurance and Professional Services have over 30% availability of finding affordable housing at their income.



MA-50 Needs and Market Analysis Discussion

All of Central Franklin's neighborhoods are important, from the standpoint of the homes and sense of community they provide, for their rich architectural character and history, and for the role they play in supporting the downtown core. However, five of Central Franklin's neighborhoods in particular face unique issues that warrant the focus of the Community Development Block Grant program. The following are two neighborhoods of particular focus, Natchez and Hard Bargain (see Appendix A for a map). Other neighborhoods include Rolling Meadows, Cadet Homes, and Hill Estates.



Natchez Neighborhood:

The Natchez Neighborhood has its roots deeply embedded in Central Franklin's earliest days, having been settled by freed slaves following emancipation. Natchez Street was one of the main roads that comprised the Natchez Trace as it passed through the area. According to neighborhood residents, Natchez in its prime was a diverse neighborhood of residential homes and businesses, including grocery stores, nightclubs, theaters and other local services. During the past century, many of the original homes have been demolished and reconstructed or have had new "shells" built around existing buildings. As a result, the neighborhood includes a mix of structures ranging in condition from well maintained and viable to severely deteriorated. Homes in the neighborhood remain largely occupied by direct descendants of its original settlers, and many of the homes are passed down to family members, which result in a high owner-

occupancy rate. Much of the concern for the future of Natchez, as described by members of Natchez Place, Inc. and residents of the neighborhood stems from a sense of detachment from the rest of the City and general decline in the level of maintenance of homes in the areas that some fear will lead to wholesale redevelopment.

Hard Bargain:



Hard Bargain Neighborhood is a small, traditionally African-American neighborhood located just west of the downtown core. It lies across from the Toussaint L'Overture Cemetery, which was started for

Franklin's African-American community in 1864, and was added to the National Register of Historic Places in 1995. The neighborhood is

characterized by its modest homes, one of which is a home built by Harvey McLeMore, a former slave, and is now a neighborhood landmark. The home has been renovated and restored as a museum highlighting African-American heritage in Franklin. Hard Bargain residents have many of the same concerns for the future of their neighborhood as do residents of the Natchez neighborhood: a sense of detachment from the rest of the City and a general decline in the level of maintenance of homes in the area that some fear will lead to wholesale redevelopment. Other neighborhoods of priority include Cadet, Hill Estates, and Rolling Meadows.

Allocating Investments and Assigning Priorities:

The city will continue focusing whenever feasible its Community Development Block Grant funds to the Natchez and Hard Bargain Neighborhoods. During the five-year Consolidated Plan period, a limited amount of funds could be used to service special need populations, such as the youth, elderly, and disabled, many of whom would be residents of Natchez and hard Bargain. Priorities established in later sections of the Consolidated Plan are largely based on the above identified obstacles, namely a sense of detachment and a general decline in the level of maintenance and corresponding need for home rehabilitation services.

Are there any community assets in these areas/neighborhoods?

The historic nature of these areas makes it of significance to the community. For example, the Hard Bargain Neighborhood has the Toussaint L'Overture Cemetery which was added to the National Register of Historic Places in 1995. The community's culture and heritage are also of significance importance in these areas.

Strategic Plan Overview

The strategic plan explains how funding is allocated geographically. The City of Franklin will continue to allocate its funds on a county wide basis for individual assistance programs while continuing with a particular focus on improvements and projects to help revitalize the Hard Bargain and Natchez Neighborhoods since they represent the city's history and unique character. There are also unique challenges in these communities that would be beneficial to the City of Franklin as a whole if addressed. This plan addresses geographic priorities, priority needs, market conditions, anticipated resources, and goals.

SP-10 Geographic Priorities – 91.215 (a)(1)

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City of Franklin's area median income has increased over the past decade. Despite this, many areas identified as low to moderate income have retained a preponderance of households with lower incomes. Neighborhoods such as Hard Bargain, Natchez, Cadet, Hill Estates, and Rolling Meadows have traditionally had a lower median income than other neighborhoods in the city. These neighborhoods are still of special significance as they are transitioning racially/ethnically and in income due to gentrification and an interest to live near the Historic City of Franklin area. There are still households within these communities that will benefit from CDBG activities and services. A map of these neighborhoods are attached in the Appendix.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 43 – Priority Needs Summary

1	Priority Need Name	Housing Affordability
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Elderly Non-housing Community Development
	Geographic Areas Affected	Countywide with an emphasis on housing opportunities within focus neighborhoods, such as Hard Bargain and/or Natchez.
	Associated Goals	Housing Affordability & Availability

	Description	The City of Franklin has had a series of meetings and surveys to discuss and address affordable housing needs. A Housing Needs Assessment was also conducted in 2014 that outlined the need, as follows: 1. Starter homes, priced less than \$250,000. This was the top need identified in the survey by renters who are residents of Franklin. The need is supported by data: in 2013, just 15 percent of homes for sale in the city or 273 detached units, were priced at less than \$250,000. An additional 242 attached units were priced at less than \$250,000. 2. Affordable rentals, priced less than \$750/month. 1,300 renters in Franklin earn less than \$25,000/year and pay more than they can afford in rental costs. The Consolidated Plan's needs assessment also identified cost burden as a severe housing problem for owner and renter occupied households in the city. A healthy mix of housing options and types of housing are needed to address this need. Additionally, low income households, particularly the elderly and the existing and future workforce were identified as high priority populations that needed housing options.
	Basis for Relative Priority	The basis for this priority is due to recent data, surveys, Housing Summit and the Consolidated Plan's Needs Assessment that housing options are needed to address the affordability issues. Examples of data presented include the following: 1. 85% of the workforce in Franklin do not live in Franklin. 2. 10% of single-family housing availability is not affordable for existing renters 3. 44% of renters are cost burdened; 22% of owners are cost burdened
2	Priority Need Name	Public Facilities
	Priority Level	High

	Population	Low Moderate Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	Countywide with an emphasis on housing opportunities within focus neighborhoods, such as Hard Bargain and/or Natchez.
	Associated Goals	Improve Public Facilities
	Description	Public facilities in several neighborhoods may warrant improvements related to sidewalks, drainage, street improvements, or signage.
	Basis for Relative Priority	During the consultation period, sidewalks in several neighborhoods including Hard Bargain, Natchez, Cadet, Hill Estates, and Rolling Meadows may need to be upgraded or connected to services. Additionally, neighborhood improvements such as signage may assist with neighborhood pride and overall community improvement. As capital improvements are identified in these areas, CDBG funds may be used.
3	Priority Need Name	Housing Rehabilitation
	Priority Level	High

	Population	Low Moderate Large Families Families with Children Elderly Public Housing Residents Elderly
	Geographic Areas Affected	Countywide
	Associated Goals	Address substandard housing needs
	Description	There are several communities near the Historic City of Franklin that may require additional rehabilitation to address general maintenance and decline. Emergency rehabilitation assistance is especially important for households who cannot afford improvements and essential needs for health and safety.
	Basis for Relative Priority	The needs assessment identified 3,360 households at or below 80% AMI with at least one housing problem which includes possibly the lack of kitchen facilities or proper plumbing. Both the Needs Assessment and the Housing Needs Assessment completed by a third party identified that both renter and owner occupied households are cost burdened meaning that over 30% of their gross income is used for housing costs already.
4	Priority Need Name	Public Services
	Priority Level	High

Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development
Geographic Areas Affected	Countywide
Associated Goals	Educate the public on fair housing issues
Description	Franklin has experienced significant population growth, 58% between 2000 and 2012. Williamson County's population is expected to increase by 41% between 2010 and 2025. Although there was a decline in the African American population in Franklin over the last decade, the Hispanic and Asian population more than doubled. It is imperative that the City of Franklin continue its fair housing education and awareness efforts. Of the total population, approximately 7% are disabled, in which 62% of that population is 65 years and over. Fair housing efforts will also include information relative to this population as well.
Basis for Relative Priority	This priority need is of high priority due to the recent statistics identified by the 2010 Census data and the Housing Needs Assessment completed in 2014.

SP-30 Influence of Market Conditions – 91.215 (b)

Consolidated Plan

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Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	N/A
TBRA for Non-Homeless Special Needs	N/A
New Unit Production	The Housing Needs Assessment completed in 2014 by BBC Research & Consulting through surveys and data reported the following as needs to be addressed: The current rental gap, developing housing that future workers can afford (generally homes priced less than \$250,000-\$350,000, depending on their wages and rental units priced less than \$1,000 per month) Supplying more senior-friendly, low maintenance homes. Based on the limited amount of Community Development Block Grant funds available as an allocation (projected \$274,700), as well as the characteristics of the housing market described in the market analysis, the City of Franklin will make funds available for the rehabilitation of old units, selected acquisition and rehab of existing units, and the production of new units. The majority of these activities will be for homeownership, although renters will be targeted as potential purchasers. To address the lack of a non-profit institutional structure that develops affordable housing, the City of Franklin will explore making funds available under the CBDO provisions of the Community Development Block Grant program to eligible organizations.

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Rehabilitation	The majority of homes in the center of the city were built prior to 1920. The Housing Needs assessment and HUD data shows that there is a concentration of low income households in these areas that may not be able to afford maintenance and basic needs for the repair of their homes. The Consolidated Plan Needs Assessment also identified cost burden as a housing problem in which households are already paying over 30% of their gross income on housing costs. Based on the limited amount of Community Development Block Grant funds available as an allocation (projected \$274,700), as well as the characteristics of the housing market described in the market analysis, the City of Franklin will make funds available for the rehabilitation of old units, selected acquisition and rehab of existing units, and the production of new units. The majority of these activities will be for homeownership, although renters will be targeted as potential purchasers. To address the lack of a non-profit institutional structure that develops affordable housing, the City of Franklin will explore making funds available under the CBDO provisions of the Community Development Block Grant program to eligible organizations.
Acquisition, including preservation	Due to the rise in population and incomes over the past decade, acquiring property for affordable housing production has become increasingly difficult. There may be opportunities for the city and the affordable housing development community to acquire properties for housing affordability efforts. Based on the limited amount of Community Development Block Grant funds available as an allocation (projected \$274,700), as well as the characteristics of the housing market described in the market analysis, the City of Franklin will make funds available for the rehabilitation of old units, selected acquisition and rehab of existing units, and the production of new units. The majority of these activities will be for homeownership, although renters will be targeted as potential purchasers. To address the lack of a non-profit institutional structure that develops affordable housing, the City of Franklin will explore making funds available under the CBDO provisions of the Community Development Block Grant program to eligible organizations.

Table 44 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	274,706	0	0	274,706	0	

Table 45 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Community Development Block Grant funding is the primary resource for many of the objectives outlined in the plan. There will be opportunities for activities to be completed with a combination of CDBG funds, private funds of the CBDO(s) on-hand, including other sources of funding applied for or borrowed by the CBDO, and other public funds or in-kind contributions, which could include land, as may be available.

The City of Franklin, the selected CBDO(s), and any other subgrantees will seek to identify and leverage additional funds during the three year planning period to expand the scope and goals of the above programs, and to support other associated community and economic development projects. The City of Franklin will investigate the availability of HOME funds via the THDA or other mechanisms.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Publicly owned land or property may be used to address the needs addressed in the plan. There may be efforts to combine the city's capital improvements plans with CDBG funds within the next five years to maximize the overall efforts of the city.

DRAFT

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Franklin Subgrantee(s)	Government Nonprofit(s)	Economic Development Non-homeless special needs Ownership Planning Public Housing Rental Neighborhood improvements Public facilities Public services	Countywide

Table 46 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

City government in Franklin plays the major role in providing the services and functions that are needed in a dynamic and growing community. Franklin provides a similar package of services as other cities of its size (education, parks, streets, water and sewer, social services, etc.) and has considerable flexibility in determining what functions it will undertake and at what level. Through the local system of government, Franklin provides a blend of services that best serve the needs of its residents of the metropolitan area.

The City's allocation of Community Development Block Grant funds is currently administered by the The City, through the Department of Administration or their designees, will likely deliver the funds through a Request for Proposals (RFP) process and/or by designating experienced and qualified subrecipients. Advertisement of a RFP would be done in a similar fashion to the advertisement and outreach process associated with the preparation of the Consolidated Plan, and in accordance with all applicable HUD, federal, state, and local law. The City will also provide a level of training to potential users/applicants, both before and after they may receive funds, to familiarize them with the applicable rules and regulations of the CDBG program, and to help ensure quality applications.

Franklin takes great pride in being a City that builds strong partnerships and enduring collaborations with public, private, and non-profit entities. The delivery system for the Consolidated Plan programs will largely rely on these existing and on new relationships. Many of the agencies and organizations listed in

the prior consultation section of this plan will be included in this process and invited to apply where appropriate, based on their expertise.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy			
Legal Assistance			
Mortgage Assistance			
Rental Assistance			
Utilities Assistance			

Street Outreach Services			
Law Enforcement			
Mobile Clinics			
Other Street Outreach Services			

Supportive Services			
Alcohol & Drug Abuse			
Child Care			
Education			
Employment and Employment Training			
Healthcare			

Supportive Services			
HIV/AIDS			
Life Skills			
Mental Health Counseling			
Transportation			

Other			
Domestic Violence	X		

Table 47 - Homeless Prevention Services Summary

The City of Franklin does not have a large homeless population based on the recent Homeless count, however Bridges of Williamson County works with the Continuum of Care and provides emergency shelter to victims of domestic violence and their families. There are many of these services in the Nashville area, which is approximately 25 miles from Franklin. As services are needed the City of Franklin will work with surrounding counties and refer individuals and households to the appropriate services.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Substandard Housing Needs	2016	2020	Affordable Housing		Housing Rehabilitation	CDBG: \$0	Rental units rehabilitated: 0 Household Housing Unit Homeowner Housing Rehabilitated: 0 Household Housing Unit
2	Housing Affordability & Availability	2016	2020	Affordable Housing		Housing Affordability	CDBG: \$150,000	Rental units constructed: 5 Household Housing Unit Rental units rehabilitated: 5 Household Housing Unit Homeowner Housing Added: 5 Household Housing Unit Homeowner Housing Rehabilitated: 5 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Improve Public Facilities	2016	2020	Non-Housing Community Development		Public Facilities	CDBG: \$60,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1500 Households Assisted
4	Improve Public Service	2016	2020	Affordable Housing		Public Services	CDBG: \$10,000	Public Services and/or Fair Housing Counseling for Low/Moderate Income Housing Benefit

Table 48 – Goals Summary

Goal Descriptions

1	Goal Name	Substandard Housing Needs
	Goal Description	Housing rehabilitation efforts will continue to be provided and will have particular focus in areas with concentrations of low to moderate income households.
2	Goal Name	Housing Affordability & Availability
	Goal Description	Housing affordability is a top priority for the City of Franklin. Community Based Development Organizations (CBDOs) will assist the city with the acquisition, rehabilitation, and/or new construction efforts for low to moderate income households.
3	Goal Name	Improve Public Facilities

	Goal Description	Various communities in the city can benefit from additional support to increase the functionality of public facilities, or provide additional public improvements for overall community benefit.
4	Goal Name	Improve Public Services
	Goal Description	Fair Housing is an important issue to the City of Franklin. The goal allows for improving public services through 2020, including the continuation of fair housing education and outreach activities.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

According to the 2012 ACS, the overall number of low to moderate income families in the jurisdiction is approximately 32% of households identify as at or below 80% AMI (under \$51,000 gross income). Although the city receives a limited amount of funding with its CDBG allocation, the city is reviewing its inclusionary housing program which will require a percentage of units for low to moderate income households. The city is currently reviewing its existing program and should have a revised policy by 2015. The city also has a Housing Commission that is advisory to the Board of Mayor and Aldermen created to address affordable housing issues and efforts of the city.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Franklin Housing Authority is not required by a Section 504 Voluntary Compliance Agreement.

Activities to Increase Resident Involvements

The FHA has plans to provide mixed development projects that will include homeownership and project-based vouchers. There will also be demolition and disposition of public housing units. The City will provide assistance during this time as needed. FHA and the city have a working relationship and as projects and activities are implemented, each entity will ensure that resident involvement and participation is a priority. The FHA is a representative on the City's Housing Commission which is the advisory committee to BOMA for housing related initiatives.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

N/A

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Public regulatory policies such as zoning ordinances and subdivision regulations can directly or indirectly affect affordability by controlling supplies of residential land, the intensity and character of its use, and many of the costs in developing, owning, and renting housing. The City of Franklin does not consider public development policies and regulations to be major barriers to the provision of affordable housing. During the creation of land development policies, the City takes into account their impacts on all its citizens. The City is reviewing and evaluating options for mitigating the application and fee costs associated with affordable housing development.

The major barriers to development of affordable housing in Franklin are more private sector oriented: the market value and cost of land in a growing, relatively affluent area with above average personal incomes; the increasing cost of materials and labor, particularly in a local economy with significant construction activity; and an inevitable element of "nimbyism." Of these, affordable housing non-profits point most often to the cost of land and their inability to compete with private development interests for its acquisition.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The Housing Needs Assessment conducted by BBC Research & Consulting provided recommended policies and strategies to address unmet housing needs:

1. Strengthen the city's inclusionary housing ordinance as follows,

Mandatory policy

A "Fee in lieu" policy for funds to go into a fund if construction is not an option

Include density bonuses as an incentive for developers

Build in workforce preferences to address the amount of in-commuters to the city for employment

Possibly add a visitability component to address accessibility/visitability concerns

2. Revisit the city's zoning and land use regulations to allow for accessory dwelling units and cottage homes to provide diversity of housing types for various incomes

3. Streamline the development approval and rezoning process for developments that incorporate affordable housing

4. Promote and encourage mixed-income communities that allow for housing diversity.

5. Inventory vacant and/or underutilized parcels for residential redevelopment potential.

6. Incorporate fee waivers and discounts for affordable housing units.

7. Consider implementing programs to achieve deeper homeownership affordability

Continuing housing affordability discussions will also break down barriers to affordable housing by addressing the needs and eliminating misconceptions of who will live in affordable housing units.

SP-60 Homelessness Strategy – 91.215(d)

Bridges of Williamson County currently receives Emergency Shelter Grant (ESG) funds through the Continuum of Care (CoC) for the area. Bridges focuses on domestic violence but is well aware of other services available with emergency and transitional housing services throughout the area.

The City of Franklin will continue to work Bridges and build a referral network for homeless persons that requests services. Existing facilities and services are currently outside of the city, including homeless families, families with children, veterans and their families, and unaccompanied youth.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Lead-based paint was eliminated from use in residential dwellings in 1978. Because of this, lead-based paint poisoning in housing units constructed before that time can be a potentially serious problem. This is particularly the case in geographic areas where there is a concentration of older homes that have not been renovated or mediated for the presence of lead-based paint. Although the median age of housing in Franklin at the time of the 2000 U.S. Census was less than twenty years (median year structure built = 1982), there are dwellings, particularly in the historic core, where lead-based paint continues to be present.

With any rehabilitation effort conducted by the city, identified CBDOs or other subrecipients, lead-safe work practices will be implemented as necessary. The City of Franklin will also continue to educate its residents on the hazards of lead-based paint. Instances of lead-based paint poisoning and elevated blood levels in children will receive priority under Consolidated Plan rehabilitation programs that may be funded.

How are the actions listed above related to the extent of lead poisoning and hazards?

A majority of the housing stock (73%) was built after 1978, however, there are approximately 27% built prior to 1979 which may have lead poisoning and hazards. Only 6% were built prior to 1950. Much of the older housing stock is within the central portion of the city near Historic Downtown Franklin where rehabilitation efforts may be advantageous for many homeowners in that area.

How are the actions listed above integrated into housing policies and procedures?

All existing and planned rehabilitation activities follow lead-safe work practices and procedures. The City will continue to educate its residents on the hazards of lead-based paint.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of Franklin's anti-poverty strategy is primarily based upon partnering with non-profit agencies to address homeless needs and families displaced by domestic violence situations. In past years, CDBG and State ESG funds have been used to support the work of these agencies and will continue to do so. The City's CDBG funded rehabilitation program has historically targeted elderly and disabled populations with incomes less than 50% HAMFI, sometimes substantially below. The City also works with the local Habitat for Humanity chapter, providing land and other services for past projects.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Although Williamson County, wherein the City of Franklin is located, has the designation of being the wealthiest place in the State of Tennessee, pockets of poverty do exist and their needs are prevalent, rising, and easily overlooked in an affluent and growing community. The poverty rate for Franklin was 7 percent in 2012 with children having the highest percentage of poverty at 12%.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Once HUD has approved the Consolidated Plan and Franklin receives its allocation of Community Development Block Grant funds, and the City has procured the delivery of CDBG programs (as outlined above), contracts and/or agreements with all agencies receiving funding will be prepared. Those agreements will specify the sub-grantees and the jurisdiction's obligations to ensure program compliance. City staff will, prior to issuing payment for any goods or services, verify through invoices and backup source documentation that the good or service has been provided and that all program requirements have been met, and that the costs to be reimbursed were eligible expenses. Contracts with grantees will specify the regularity of draws/payments and submission of periodic program status reports. An on-site monitoring visit, where required, will be performed annually. Staff will review and evaluate all of the submitted documentation, including the results of any on-site monitoring visits, to assess the sub-grantees performance.

RESOLUTION 2015-21

TO BE ENTITLED, "A RESOLUTION ADOPTING THE FIVE YEAR CONSOLIDATED PLAN FOR 2015 THROUGH 2020 AND THE 2015-2016 ANNUAL ACTION PLAN FOR CDBG FUNDING FOR THE CITY OF FRANKLIN, TENNESSEE."

WHEREAS, as part of the City of Franklin's agreement to be an Entitlement City the Housing and Urban Development (HUD) Office requires the City complete an Annual Action Plan and a Five Year Consolidated Plan regarding the disbursement of grant funds that are awarded to the City of Franklin; and

WHEREAS, the Annual Action Plan reflects the conditions under which the City has met the requirements of the plan and reflects how the City shall disburse the Community Development Block Grant funds for the fiscal year 2015-2016 and the required Five Year Consolidated Plan for the fiscal years 2015 through 2020 which reflects where the City plans to allocate future funds; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to identify these conditions and the policies and procedures that govern the Community Development Building Grant awards; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to adopt the Annual Action Plan and the Five-Year Consolidated Plan in order to meet the Congressional Intent that requires Entitlement City grantees to expend their funds in a manner that effectively meets local needs but primarily serves low-income residents.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Section 1. The Five Year Consolidated Plan for 2015-2020 and the 2015-2016 Annual Action Plan, attached as Exhibits A and B hereto, are adopted.

Section 2. The Housing Development Coordinator of the City shall be responsible for the administration and enforcement of the Annual Action Plan and the Five Year Consolidated Plan hereby adopted.

Section 3. Changes or revisions to the Plans hereby adopted shall be made only by resolution of the Board of Mayor and Aldermen of the City of Franklin.

Adopted this ____ day of _____, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
Eric S. Stuckey, City Administrator/Recorder

BY: _____
Dr. Ken Moore, Mayor

APPROVED AS TO FORM:

BY: _____
Kristen L. Corn, Staff Attorney

April 8, 2015

Ms. Kathleen Sauseda, Housing Coordinator
City of Franklin
109 3rd Ave. South
Franklin, TN 37064

RE: Request for funding from the Affordable Housing Reserve Fund

Dear Kathleen:

This letter serves as a formal request to the City of Franklin for \$30,000 from the Affordable Housing Reserve Fund to be used to help pay for infrastructure expenses on our Planned Unit Development on Mount Hope Street. The funds will be matched by the HCA Foundation, as a part of a matching grant they recently awarded us.

I made the request at the Franklin Housing Commission on April 2, 2015. A motion was made to award Hard Bargain Association \$30,000 from the Affordable Housing Reserve Fund and it was approved unanimously.

We appreciate our partnership with the City of Franklin regarding the completion of this project. Thank you for helping us build quality, affordable housing in the Hard Bargain neighborhood and address the problem of affordable housing in our community.

If you need any additional information, please let me know.

Sincerely,



Brant Bousquet, MS, CFRE
Executive Director
Hard Bargain Association

RESOLUTION 2015-24

TO BE ENTITLED, "A RESOLUTION DIRECTING THE APPROPRIATION OF FUNDS TO HARD BARGAIN ASSOCIATION FOR THE PURPOSE OF REDUCING THE DEVELOPMENT FEES ASSOCIATED COMPLETING THE PLANNED UNIT DEVELOPMENT ON MOUNT HOPE STREET."

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee believe stable housing is the foundation upon which families build their lives, achieve good health, and pursue their economic potential; and

WHEREAS, in order to effectively promote the production of a variety of housing options throughout the City, the Board of Mayor and Aldermen realize that initiatives and strategies are necessary to create and sustain a diversity of housing within Franklin; and

WHEREAS, the Board of Mayor and Aldermen has established a Water and Wastewater System Development and Access Fee Incentive Program and Inclusionary Zoning Ordinance where funds are deposited and may be used to create housing for families whose income is below 80% of the Greater Nashville, Franklin, Murfreesboro MSA median income threshold; and

WHEREAS, at the April 2, 2015 Housing Commission meeting Hard Bargain Association requested assistance from the Board of Mayor and Aldermen for development fees, specifically infrastructure costs associated with sanitary sewer and water development fees (access, system development, tap, and effluent fees) for completion of the Planned Unit Development in the Hard Bargain Neighborhood including six (6) new homes in the amount of Thirty Thousand Dollars (\$30,000.00).

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS (check one):

☐ The Board of Mayor and Aldermen has determined the six new homes that will be built will contribute to the diversity of housing options with our community and in doing so the Board of Mayor and Alderman agree to appropriate \$_____ in the FY 2016 City of Franklin Budget to Hard Bargain Association to be used solely to pay for development fees associated with completion of the Planned Unit Development the Hard Bargain Neighborhood..

and/or

☐ The Board of Mayor and Aldermen has determined the six new homes that will be built contribute to the diversity of housing options with our community and in doing so the Board of Mayor and Alderman agree to appropriate \$_____ from the Housing Reserve Fee-in-Lieu Account #170-23630-00000 account to Hard Bargain Association to be used solely to pay for development fees associated with completion of the Planned Unit Development the Hard Bargain Neighborhood.

Adopted this 28TH day of April, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
Eric S. Stuckey, City Administrator/Recorder

BY: _____
Dr. Ken Moore, Mayor

APPROVED AS TO FORM:

BY: _____
Kristen L. Corn, Staff Attorney

Tabulation of Bids*

Purchasing Office Solicitation No.:	2015-026 (stop-loss insurance for employee and retiree health and pharmacy programs)					
Notice to Bidders published in the <i>Williamson Herald</i> on:	3/19/15					
Number of vendors that were notified of / that responded to this solicitation for bids:	13 / 4					
Date and time bids due and publicly opened:	4/2/15 2:00 PM					
Present at opening of bids:	Tracy Harness and Sara Sylvis of the City of Franklin Human Resources Department; Jake Davis of Cowan Benefits (consultant to the City); and Dee Settle and Brian Wilcox of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation will be considered:	5/12/15					
Bids received from:	Bid No.:	Specific individual deductible / aggregating specific deductible / laser at 7/1/2015 / new laser(s) at optional renewals?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Estimated annual premium for FY2016 (based on specified estimated July 1, 2015 projected enrollment of employees receiving benefits under the City's health plan):	Payment terms:	Bid and bid pricing is valid through:
BlueCross BlueShield of Tennessee, Inc. 1 Cameron Hill Circle Chattanooga, TN 37402 Scott Karner, Account Executive 615/386-8555 Scott_Karner@BCBST.com	1	\$225K / \$0 / \$500K / Yes	No / 1 (bid does not quote all requested options)	\$356,672.40	net 30 days	06/30/15
	2	\$225K / \$75K / \$500K / Yes		\$282,898.80		
	3	\$250K / \$0 / \$500K / Yes		\$326,618.40		
	4	\$250K / \$75K / \$500K / Yes		\$252,877.20		
HM Life Insurance Company Fifth Avenue Place 120 Fifth Avenue Pittsburgh, PA 15222 Richard D. Smith, Director Regional Sales 704/841-1006 rick.smith@hminsurancegroup.com	1	\$225K / \$0 / \$400K / No	No / 3 (bid does not quote all requested options; advance specific funding not available; declined to disclose litigation)	\$490,916.40	net 30 days	6/30/15
	2	\$225K / \$100K / \$400K / No		\$402,134.40		
	3	\$225K / \$0 / \$400K / Yes		\$385,964.40		
	4	\$225K / \$100K / \$400K / Yes		\$304,255.20		
	5	\$250K / \$0 / \$400K / No		\$430,747.20		
	6	\$250K / \$100K / \$400K / No		\$347,373.60		
	7	\$250K / \$0 / \$400K / Yes		\$338,286.00		
	8	\$250K / \$100K / \$400K / Yes		\$263,275.20		

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

Tabulation of Bids*

Purchasing Office Solicitation No.:	2015-026 (stop-loss insurance for employee and retiree health and pharmacy programs)					
Notice to Bidders published in the <i>Williamson Herald</i> on:	3/19/15					
Number of vendors that were notified of / that responded to this solicitation for bids:	13 / 4					
Date and time bids due and publicly opened:	4/2/15 2:00 PM					
Present at opening of bids:	Tracy Harness and Sara Sylvis of the City of Franklin Human Resources Department; Jake Davis of Cowan Benefits (consultant to the City); and Dee Settle and Brian Wilcox of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation will be considered:	5/12/15					
Bids received from:	Bid No.:	Specific individual deductible / aggregating specific deductible / laser at 7/1/2015 / new laser(s) at optional renewals?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Estimated annual premium for FY2016 (based on specified estimated July 1, 2015 projected enrollment of employees receiving benefits under the City's health plan):	Payment terms:	Bid and bid pricing is valid through:
International Assurance of Tennessee 123 7th Avenue South Franklin, TN 37064 Brandon Baisden, Executive Vice President 615/790-6908 brandon@iatmgu.com	1	\$225K / \$0 / not indicated / Yes	No / 2 (bid does not quote all requested options; quoted rates and lasers are not firm)	\$421,057.20	net 30 days, due on the first day of the month	07/11/15
	2	\$225K / \$100K / not indicated / Yes		\$320,076.00		
	3	\$225K / \$0 / not indicated / Yes		\$294,830.40		
	4	\$225K / \$100K / not indicated / Yes		\$269,611.20		
	5	\$250K / \$0 / not indicated / Yes		\$366,898.80		
	6	\$250K / \$100K / not indicated / Yes		\$265,999.20		
	7	\$250K / \$0 / not indicated / Yes		\$240,754.80		
	8	\$250K / \$100K / not indicated / Yes		\$215,510.40		

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

Tabulation of Bids*

Purchasing Office Solicitation No.:	2015-026 (stop-loss insurance for employee and retiree health and pharmacy programs)					
Notice to Bidders published in the <i>Williamson Herald</i> on:	3/19/15					
Number of vendors that were notified of / that responded to this solicitation for bids:	13 / 4					
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Present at opening of bids:	Tracy Harness and Sara Sylvis of the City of Franklin Human Resources Department; Jake Davis of Cowan Benefits (consultant to the City); and Dee Settle and Brian Wilcox of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation will be considered:	5/12/15					
Bids received from:	Bid No.:	Specific individual deductible / aggregating specific deductible / laser at 7/1/2015 / new laser(s) at optional renewals?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Estimated annual premium for FY2016 (based on specified estimated July 1, 2015 projected enrollment of employees receiving benefits under the City's health plan):	Payment terms:	Bid and bid pricing is valid through:
Sun Life Assurance Company of Canada One Sun Life Executive Park Wellesley Hills, MA 02481 Lisa Hemstead, Sr. Stop Loss Specialist 617/584-4278 Lisa.Hemstead@Sunlife.com	1	\$225K / \$0 / \$355K / No	No / 1 (bidder takes no exceptions; however, CoF notes bidder declined to disclose litigation)	\$373,488.00	net 30 days	6/30/2015
	2	\$225K / \$100K / \$355K / No		\$298,434.00		
	3	\$225K / \$125K / \$355K / No		\$283,651.20		
	4	\$225K / \$150K / \$355K / No		\$269,774.40		
	5	\$225K / \$0 / \$355K / Yes		\$362,718.00		
	6	\$225K / \$100K / \$355K / Yes		\$289,864.80		
	7	\$225K / \$125K / \$355K / Yes		\$275,547.60		
	8	\$225K / \$150K / \$355K / Yes		\$262,111.20		
	9	\$250K / \$0 / \$355K / No		\$313,159.20		
	10	\$250K / \$100K / \$355K / No		\$238,941.60		
	11	\$250K / \$125K / \$355K / No		\$224,108.40		
	12	\$250K / \$150K / \$355K / No		\$210,310.80		
	13	\$250K / \$0 / \$355K / Yes		\$304,124.40		
	14	\$250K / \$100K / \$355K / Yes		\$232,159.20		
	15	\$250K / \$125K / \$355K / Yes		\$217,818.00		
	16	\$250K / \$150K / \$355K / Yes		\$204,382.80		

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid



COWAN BENEFIT SERVICES, INC.
Brokerage, Consulting & Outsourcing

April 8, 2015

To The City of Franklin HR Department,

As the Consultant for the City of Franklin, we solicited Bid Requests from the market in order to find the best partner with which to provide Stop Loss insurance for the employee and retiree health and pharmacy programs. Our recommendation is below, based on the responses from providers and Bid Submittal Form used by the evaluators.

We recommend Sun Life Assurance Company as the City of Franklin's provider for Stop Loss insurance, along with increasing the Specific Deductible to \$250,000. The bidding process revealed Sun Life provides the most competitive premium along with the lowest "laser", which in turns offers the most competitive overall proposal for the City. Sun Life is a financially stable and highly rated carrier, with an AM Best rating of A+. They take no exceptions to the material questions asked in the solicitation, and with such provide the most complete bid.

Sincerely,

Jay Brown – Senior Consultant, Cowan Benefit Services
CC: Jake Davis- Account Manager, Cowan Benefit Services

City of Franklin - 7/1/2015 Stop Loss Bid

\$225,000 Specific Deductible - No New Lasers At Renewal					
Current - HM	Renewal - HM	Renewal - HM No Laser	BlueRe	SunLife	IAT - Sirius America
\$20.69	\$23.59	\$30.00	\$20.86	\$22.48	\$32.27
\$55.03	\$62.73	\$79.79	\$58.45	\$60.88	\$65.09
\$338,576	\$385,964	\$490,916	\$356,672	\$373,488	\$421,057
	14.00%	44.99%	5.34%	10.31%	24.36%
\$0	\$400,000	\$0	\$500,000	\$355,000	Unknown
\$338,576	\$560,964	\$490,916	\$631,672	\$503,488	Unknown
	65.68%	44.99%	86.57%	48.71%	Unknown
	Firm Quote	Firm Quote	Firm Quote	Firm Quote	Subject to Change

\$250,000 Specific Deductible - No New Lasers At Renewal					
Current - HM	Renewal - HM	Renewal - HM No Laser	BlueRe	SunLife	IAT - Sirius America
\$20.69	\$20.15	\$25.64	\$18.76	\$18.47	\$27.90
\$55.03	\$55.25	\$70.36	\$53.70	\$51.24	\$56.83
\$338,576	\$338,286	\$430,747	\$326,618	\$313,159	\$366,899
	-0.09%	27.22%	-3.53%	-7.51%	8.37%
\$0	\$400,000	\$0	\$500,000	\$355,000	Unknown
\$338,576	\$488,286	\$430,747	\$576,618	\$418,159	Unknown
	44.22%	27.22%	70.31%	23.51%	Unknown
	Firm Quote	Firm Quote	Firm Quote	Firm Quote	Subject to Change

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0106)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Sun Life Assurance Company of Canada ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on March 20, 2015 Purchasing Office Solicitation No. 2015-026, a procurement solicitation for bids for stop loss insurance for employee and retiree health and pharmacy programs, and (b) on March 23, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2015-026 (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated April 2, 2015 ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein.
4. CITY awarded on May 12, 2015 and now desires to retain VENDOR for stop loss insurance for employee and retiree health and pharmacy programs, pursuant to SOLICITATION, SUBMITTAL and this AGREEMENT, such insurance to include the following features: (a) \$250,000 specific individual deductible; (b) no aggregating specific deductible; (c) \$355,000 laser at July 1, 2015; and (d) no new laser(s) at optional renewals.
5. The term of award shall commence effective July 1, 2015 and shall expire on June 30, 2016.
6. This AGREEMENT may be terminated by CITY with at least thirty (30) days' prior written notice of termination. This AGREEMENT may be terminated by VENDOR only for CITY's failure to pay after 60 days have passed from written notification to CITY of failure to pay.
7. At any time after commencement but before or as soon as practicable after the expiration of the term of award, CITY and VENDOR may, by mutual consent, exercise not more than four (4) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except with respect to pricing which shall be negotiated in advance of the optional term of extension commencement; 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.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0106)

8. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor

Approved as to Form:

Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0106)

Attachment No. 1

SOLICITATION

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written bids in the City's Purchasing Office, City Hall, Suite 107, 109 Third Avenue South, Franklin, TN 37064, until 2:00 p.m. Central Time on April 2, 2015, at which time and location they will be publicly opened, for the following procurement: stop loss insurance for employee and retiree health and pharmacy programs (Purchasing Office Solicitation No. 2015-026). Bids must be prepared and submitted in accordance with the City of Franklin's specifications and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<http://www.franklintn.gov/>) or by contacting the City of Franklin Purchasing Office (purchasing@franklintn.gov; 615/550-6692). The City reserves the right to reject any and all bids, and to waive formalities.

{text below this line not to be published}

DATE OF PUBLICATION OF THIS NOTICE TO BIDDERS: March 19, 2015

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-026

1. Solicitation identified: These instructions apply to the following procurement:
stop loss insurance for employee and retiree health and pharmacy programs
Purchasing Office Solicitation No.: 2015-026
2. Solicitation packet component documents: These Instructions for Bidders accompany the following documents which, in total, represent the complete solicitation packet:
 - a. Notice to Bidders;
 - b. City of Franklin Instructions for Bidders (this document);
 - c. City of Franklin Specifications;
 - d. City of Franklin Bid Submittal Form;
 - e. City of Franklin Affidavit of Non-Collusion;
 - f. City of Franklin Affidavit of Title VI Compliance;
 - g. City of Franklin Standard Procurement Terms and Conditions;
 - h. City of Franklin Procurement Agreement form; and
 - i. City of Franklin Indemnification Agreement.
3. Location of bid opening: Bid opening will be held in the City of Franklin Purchasing Office (see address below, under “Delivery of bids”), or at another location within the City of Franklin City Hall. If the location of the bid opening is other than at the Purchasing Office, such location shall be posted on the front door of the Purchasing Office at least five (5) minutes before the appointed time of bid opening.
4. Who may attend bid openings: City of Franklin bid openings are open to the public. Bidders are specifically welcome to attend.
5. Withdrawal of bids; expiration of submittal validity (see also “Errors and omissions” below):
 - a. Before the bid submittal deadline, submitted bids may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn bids may be returned unopened to the submitting party but only at the submitting party’s expense. Such a request to withdraw a bid and such a request to return a withdrawn bid must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the bid submittal deadline, and may be submitted via either e-mail (purchasing@franklintn.gov) or fax (615/550-0079).
 - b. After the bid submittal deadline, submitted bids may not be withdrawn.
 - c. Before award, all bids and associated pricing as submitted shall be considered valid and may be accepted by the City at least through June 30, 2015 and until the date indicated on the bidder’s Bid Submittal Form as the “last date that bid and associated pricing is valid and may be accepted by the City.”
 - d. Upon award, the accepted bid and associated pricing shall be considered valid for the term of award (see Specifications).

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-026

6. Submittal timing: Bids are to be delivered no earlier than five (5) City of Franklin business days before the submittal deadline. Bids delivered either more than five (5) City of Franklin business days before the submittal deadline or at any time after the submittal deadline shall be rejected and not evaluated.
7. Bids rejected on account of timing: Submitters of bids rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Bids rejected on account of timing may be retrieved by the submitter at the submitter's expense. The City shall promptly cause to be destroyed and discarded any and all bids rejected on account of timing and not retrieved by the submitter within five (5) City of Franklin business days of the submitter being notified of the rejection.
8. Bid to be sealed: Each bid shall be submitted inside one (1) or more sealed container(s).
9. Submittal to include one (1) set of original bid documents plus two (2) complete duplicate sets plus one (1) complete digital copy: Please submit one (1) set of bid documents on paper with original signatures plus two (2) complete duplicate sets also on paper plus one (1) exact and complete digital copy. The contents of the duplicate sets shall contain no more and no less than, and shall be in the same order as, the contents of the bid documents with original signatures. The digital copy shall be loaded on either a CD or a flash drive that itself is labeled with the bidder's name. The digital copy shall be submitted along with the bid documents on paper. The contents of the digital copy shall contain no more and no less than, and shall be in the same order as, the contents of the bid documents on paper, and shall consist of one (preferably) or more text-searchable, non-password-protected files in Portable Document Format (PDF).
10. Bid submittal contents: Included with the bid are to be the following components:
 - a. City of Franklin Bid Submittal Form, executed in full;
 - b. Detailed vendor-supplied description of bid product(s) and/or service(s);
 - c. A copy of your Tennessee license;
 - d. Sample of the bidder's contract;
 - e. Disclosure of all lawsuits regarding the type of coverage being quoted within the past three years, whether anticipated, pending or concluded, to which the bidder has been a party;
 - f. Disclosure of any other names or former names under which they have operated
 - g. City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;
 - h. Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;
 - i. Vendor-supplied contact information for minimum of three references (see below);
 - j. City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
 - k. Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;
 - l. City of Franklin Affidavit of Non-Collusion, executed in full;
 - m. City of Franklin Affidavit of Title VI Compliance, executed in full; and
 - n. a complete digital copy and two (2) complete duplicate sets of submitted bid documents per these Instructions for Bidders.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-026

11. Bid container label: The outside face of the bid container(s) must be labeled with the following information:

- a. the bidder's name and address; and
- b. the following text:

SEALED BID
City of Franklin solicitation no.
2015-026 (stop loss insurance)
NOT TO BE OPENED EXCEPT AT
BID OPENING April 2, 2015, 2:00
p.m. Central Time

12. Delivery of bids:

- a. Bids are to be addressed and delivered to:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064

- b. Bids must be printed on paper and signed. A bid may be mailed via U.S. Mail or shipped or hand-delivered via courier. Bids submitted to the City electronically (e.g., via e-mail or fax) are not permitted and shall be rejected.
- c. A bid is not considered delivered unless and until it has been received by the City of Franklin Purchasing Office at the physical location listed above. A bid that is en route via U.S. Mail or courier, or delivery of a bid to another City office or location, does not in and of itself constitute delivery of that bid to the City of Franklin Purchasing Office.
- d. The Purchasing Office shall exclusively determine whether a bid was received before the submittal deadline, and shall use the most accurate time piece available in its office as an aide to doing so.

13. Reference request: Bidders shall provide three references for similar services provided within the last twelve months. Information to be provided shall include: customer/client name, customer/client address, description of services provided, contact name and title, and contact telephone number. If the City of Franklin is a recent customer/client of the bidder, then add the City of Franklin to the list of three references as a fourth reference.

14. Selection criteria: Selection of the lowest and best responsive and responsible bid shall be based upon a combination of some or all of the following factors: the quoted purchase costs and/or life-cycle costs to the City of bids that are responsive to the solicitation; compliance with the City's instructions, specifications and standard procurement terms and conditions; any terms and conditions stated by the bidder in the bid; anticipated timeliness of delivery of the bid item(s); the character, integrity and reputation of the bidder; the results of any reference checks; and any prior experience of the City of Franklin with the bidder and/or the bid item(s) and/or any component thereof.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-026

15. Bid tabulation; notice of intent to award: The tabulation of bids received, as prepared by the City, may also indicate a recommendation as to the selection of the lowest and best responsive and responsible bid, in which case the tabulation of bids received also functions as the City's notice of intent to award. Bidders may request a copy of the tabulation of bids received by contacting the City's Purchasing Office (see contact information below) at any time on or after the tentative date of release of the City's tabulation of bids received and notice of intent to award (see Specifications).
16. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Specifications for tentative date of award. Purchases shall be awarded to the bidder who submits the lowest and best responsive and responsible bid. The awards shall be memorialized in writing, using the City's Procurement Agreement form.
17. Other documents to be required of successful bidder: Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide the following documents:
 - a. Vendor-supplied agreement or contract, if any, by and between the City and the bidder to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
 - b. City of Franklin Indemnification Agreement, executed in full;
 - c. Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
 - d. City of Franklin Procurement Agreement, executed for the vendor; and
 - e. If the vendor prefers to be paid by direct deposit (such as "ACH" or "Electronic Funds Transfer") as opposed to credit card, and if the vendor has not been paid by the City by means of direct deposit within the last two (2) years, then the vendor shall submit a completed City's Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
18. City's right to reject bids, waive formalities: The City of Franklin reserves the right to reject any and all bids, and to waive formalities.
19. Errors and omissions (see also "Withdrawal of bids; expiration of submittal validity" above):
 - a. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder before submittal shall be corrected by the bidder. If such a correction results in altering but not replacing one or more documents, then the bidder's representative shall initial each such correction in non-erasable ink.
 - b. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder after submittal but before the bid submittal deadline may be corrected by the bidder but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled "SEALED AMENDED BID" and shall

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-026

- otherwise be submitted pursuant to the same instructions above as for the submittal of the original bid documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the bid submittal deadline.
- c. Uncorrected errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the bidder may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal. In the case of a discrepancy between the bidder's unit price for a particular line item as quoted in the bid and the unit price calculated by dividing the bidder's extension price for that same line item by the quantity indicated for that same line item, then the bidder's unit price for that line item as quoted in the bid shall prevail.
 - d. Omissions from a bidder's submittal packet shall be considered on a case-by-case basis by the City. Omissions may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal.
20. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:
- City of Franklin Purchasing Office (see address above)
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079
- Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.
- Addenda to this procurement solicitation may be issued. Before submitting its response, it is the responsibility of each respondent to confirm whether any addenda to this procurement solicitation have in fact been issued by the City. To do so, please contact the City's Purchasing Office (see contact information above).
21. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-026

22. Vendor protest: A vendor who feels the need to object to either a deficiency of this procurement solicitation or a proposed award pertaining to this procurement solicitation are encouraged, as soon as possible, to express their concerns to and seek remedy from the Purchasing Manager (see contact information above). Vendors who are not satisfied with, or who choose not to pursue, such an informal resolution of their concerns and who feel compelled to lodge a formal protest about some aspect of a City procurement not pertaining to new construction shall do so pursuant to the City's Vendor Protest Procedure for City procurements not pertaining to new construction, a mandatory administrative procedure which all aggrieved actual or prospective vendors must utilize and exhaust prior to seeking judicial review or remedy. For a copy of the City's Vendor Protest Procedure for City of Franklin procurements not pertaining to new construction, please contact the City's Purchasing Office (see contact information above) or click on the following link: <http://www.franklinton.gov/government/finance-administration/purchasing-office/vendor-protest-procedure>.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

1. Solicitation identified: These specifications apply to the following procurement:
stop loss insurance for employee and retiree health and pharmacy programs
Purchasing Office Solicitation No.: 2015-026
2. Notice to Bidders publication date: **March 19, 2015**
3. Solicitation release date: **March 20, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **March 26, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **April 2, 2015, 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 24, 2015**
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: **May 12, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to provide stop loss insurance for employee and retiree health and pharmacy programs as specified below for the City of Franklin Human Resources Department. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

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

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- d. 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.
- e. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- f. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- g. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- h. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

- i. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- j. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- k. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.

11. Detailed specifications: Please note:

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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

- 11.1. General.**
- 11.1.1.** _____ The City of Franklin is seeking bids from qualified licensed insurance carriers only for stop loss insurance coverage for its employee and retiree health and pharmacy programs.
- 11.1.2.** _____ The City intends to select one stop loss carrier as a result of this procurement solicitation.
- 11.1.3.** _____ Bidders must be represented directly. Participation by brokers or commissioned agents will not be allowed during the bid process or during the term of award.
- 11.1.4.** _____ If the bid is being submitted in conjunction with a Managing General Underwriter (MGU), then the term “bid” refers to both the Insurance Carrier and the MGU.
- 11.1.5.** _____ Bids must be exclusive of commissions or fees. The City will not pay commissions or fees to any entity in association with its stop loss coverage.
- 11.1.6.** _____ Term of award. The services to be rendered pursuant to this procurement solicitation are to be offered for a term of award of one (1) year, effective July 1, 2015.
- 11.1.7.** _____ Early termination / cancelation. The contract may be terminated by the City with at least thirty (30) days’ prior written notice of termination. The contract may be terminated by the bidder only for the City’s failure to pay after 60 days have passed from written notification to the City of failure to pay.
- 11.1.8.** _____ Options to extend term of award. At any time after commencement but before or as soon as practicable after the expiration of the term of award, the City and the vendor may exercise an option to extend the term of award up to four (4) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by 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, except with respect to pricing which shall be negotiated in advance of the optional term of extension commencement; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

11.1.9. Insurance requirements:

- 11.1.9.1.** _____ Before award of the procurement by the City, any MGU participating in the bid submitted by the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Professional Liability	\$1,000,000 Combined Single Limit	Certificate Holder only

- 11.1.9.2.** _____ If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the MGU shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

- 11.1.9.3.** _____ In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the MGU 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.

- 11.1.9.4.** _____ The MGU agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

- 11.2. Minimum qualifications of bidders.** The successful bidder shall possess and demonstrate the following minimum competencies, experience and other qualifications:
- 11.2.1. _____** A history of successfully providing Stop Loss Coverage to groups of a similar size.
- 11.2.2. _____** Financial strength (as reflected by standardized ratings and insurance coverage).
- 11.2.3. _____** Experience (as reflected by references and industry reputation).
- 11.2.4. _____** Adherence to legal obligations (as measured by litigation history and regulatory agencies).
- 11.3. About the entity to be insured.**
- 11.3.1. _____** The City's health plan is self-funded and administered by Blue Cross Blue Shield of Tennessee, using the Blue Cross Blue Shield of Tennessee Network P.
- 11.3.2. _____** The estimated July 1, 2015 projected enrollment of employees receiving benefits under the City's health plan is 220 in single coverage and 430 in family coverage.
- 11.3.3. _____** The following appendices to Purchasing Office Solicitation No. 2015-026 are available upon request made to the City of Franklin Purchasing Office (purchasing@franklintn.gov; 615-550-6692):
- Appendix No. 1: Census (in Excel format)
 - Appendix No. 2: Claims Experience
 - Appendix No. 3: High Claimant Reports
 - Appendix No. 4: Current Summary Plan Descriptions
 - Appendix No. 5: Current Rates and Aggregate Factors
- 11.4. Other provisions.**
- 11.4.1. _____** Bidders must accept all individuals who are covered under the City's self-funded health plan on the day prior to the effective date of the stop loss contract between the successful bidder and the City, including individuals covered through the Consolidated Omnibus Reconciliation Act of 1986 (COBRA) and retirees.
- 11.4.2. _____** Bidders must agree to work with the City's third party administrator and its claims processing systems for the purposes of processing claims under the stop loss contract.
- 11.4.3. _____** Bidders must be willing to waive actively-at-work provisions.
- 11.4.4. _____** Rates should be stated on a two-tier basis on the Bid Submittal Form.
- 11.4.5. _____** Bidders shall be approved by the appropriate regulatory authorities in the State of Tennessee to provide the services herein described.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

- 11.5. Minimum stop loss coverage.** Bidders must meet or exceed the minimum coverage requirements described below. Bidders are to identify where coverage exceeds the minimum requirements.
- 11.5.1. _____** Type of coverage. The City currently carries specific stop loss insurance for medical and prescription drug claims. The current specific individual deductible is \$225,000. We are requesting bidders quote an individual specific deductible of \$225,000 and \$250,000. Specific coverage must include advance funding of specific claims. The coverage must include all medical and prescription drug claims.
- 11.5.2. _____** Lifetime maximum. Bidders must quote an unlimited lifetime maximum per covered individual.
- 11.5.3. _____** Contract basis. The City currently has a 48/12 contract for specific coverage. Bidders must quote at least a 24/12 contract basis for specific stop loss insurance, and must indicate the bid contract basis on the Bid Submittal Form.
- 11.5.4. _____** No new laser (higher individual specific deductible) at renewal with rate cap. Bids should include options that guarantee no new lasers (higher individual specific deductibles) at July 1, 2016 optional renewal, and also guarantee that specific stop loss rates will not increase more than a specified percentage at July 1, 2016 optional renewal. Bidders must indicate on the Bid Submittal Form what the maximum rate increase at July 1, 2016 optional renewal could be (as a percentage of quoted rates).
- 11.5.5. _____** Eligible claim expenses. Eligible claim expenses under the stop loss policy must follow the covered underlying plan. Any exclusions must be disclosed.
- 11.6. Additional variables.**
- 11.6.1. _____** In addition to the \$250,000 specific individual deductible, the City would also like to consider the coverage variables described below. For bid evaluation purposes, the total value of each bid combination of coverage variables will be calculated by multiplying the bid rates by the respective projected population at July 1, 2015. The City reserves the right to choose whichever combination of coverage variables it deems to be in its best interests.
- 11.6.2. _____** Aggregating specific deductible. The City would like to consider aggregating specific deductible options. Bidders shall quote aggregating specific deductibles of \$100,000, \$125,000, and \$150,000.
- 11.6.3. _____** Laser. The City would like to consider allowing new laser (higher individual specific deductible) at July 1, 2016 optional renewal.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

- 11.7. Other information requested.**
- 11.7.1. _____** On the Bid Submittal Form, provide the full name and address of your organization as well as any branch offices that will be responsible for performing the services pursuant to this procurement solicitation.
- 11.7.2. _____** Provide a copy of your Tennessee license.
- 11.7.3. _____** A sample of the bidder's contract is required as part of the bid submittal.
- 11.7.4. _____** On the Bid Submittal Form, indicate your financial performance rating from A.M. Best and Standard and Poor's. Bidders shall hold at least an "A" rating or better at the time of bid submission with A.M. Best in order to submit a bid.
- 11.7.5. _____** On the Bid Submittal Form, indicate the number of years the company has been in business, the number of stop loss contracts in force, and the percentage of stop loss contracts that are with employers in the public sector.
- 11.7.6. _____** Direct contracts with stop loss carriers are preferred, but bids submitted in conjunction with an MGU will be considered. If the bid is submitted in conjunction with an MGU, the following questions must be answered on the Bid Submittal Form:
- 11.7.6.1. _____** Does the MGU have claims paying authority? If so, to what extent?
- 11.7.6.2. _____** Does the MGU assume any risk for the insurance carrier? If yes, how much?
- 11.7.7. _____** Bidders must disclose all lawsuits regarding the type of coverage being quoted within the past three years, whether anticipated, pending or concluded, to which the bidder has been a party. Include court name, location, and case number of pending and disposed lawsuits. For completed lawsuits, describe the outcome of the litigation. Bidders must also disclose any court orders issued by a court of competent jurisdiction against the bidder, as well as any settlements or agreements entered into as a result of litigation. The amount of any confidential settlement need not be disclosed but the fact of any such settlement must be disclosed.
- 11.7.8. _____** Bidders must disclose any other names or former names under which they have operated.
- 11.7.9. _____** Upon request, bidders may be asked to furnish its most recent financial statements showing bidder's financial condition as well as any subsidiary statements or explanations that the City may request.

Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-026

Vendor's name, street address, and mailing address:	
Vendor's contact person's name (printed), title, telephone number and e-mail address:	
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☐ 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?	☐ Yes, see enclosed. ☐ No, bidder takes no exceptions.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☐ Yes. ☐ No, bidder requests the following payment terms: _____.
Last date (no sooner than June 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☐ ACH or Electronic Funds Transfer. ☐ Visa credit card.
Receipt acknowledged of any and all issued addenda to this solicitation:	☐ Addendum No. _____ received. ☐ Addenda Nos. _____ received. ☐ No addenda received.
Branch office(s) that will be responsible for performing the services pursuant to this procurement solicitation (include street address):	
Financial performance rating from A.M. Best and Standard and Poor's:	
Number of years the company has been in business:	
Number of stop loss contracts in force:	
Percentage of stop loss contracts that are with employers in the public sector:	
Contract basis for specific stop loss coverage (minimum 24/12):	
Maximum rate increase at 7/1/2016 renewal (as a percentage of 7/1/2015 quoted rates) if no new lasers (higher individual specific deductibles):	

Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-026

Vendor's name:	_____
If the bid is submitted in conjunction with an MGU, the following questions must be answered:	
Does the MGU have claims paying authority? If so, to what extent?	☐ Yes, to the following extent: _____ _____ ☐ No, the MGU does not have claims paying authority.
Does the MGU assume any risk for the insurance carrier? If yes, how much?	☐ Yes, to the following extent: _____ _____ ☐ No, the MGU does not assume any risk for the insurance carrier.
Are the following components included with this Bid Submittal Form in the bid submittal? • Detailed vendor-supplied description of bid product(s) and/or service(s); • A copy of your Tennessee license; • Sample of the bidder's contract; • Disclosure of all lawsuits regarding the type of coverage being quoted within the past three years, whether anticipated, pending or concluded, to which the bidder has been a party; • Disclosure of any other names or former names under which they have operated; • City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; • Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Vendor-supplied contact information for minimum of three references; • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; and • A complete digital copy and two (2) complete duplicate sets of submitted bid documents per the Instructions for Bidders.	☐ Yes, see enclosed. ☐ 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).
Signature of bidder's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	_____ (signature)
Title of bidder's authorized representative:	_____
Date of signature:	_____

Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-026

Vendor's name:				
Bid stop loss rates:				
Coverage variables			Rate per single employee ¹ per month	Rate per family ² per month
Specific individual deductible	Aggregating specific deductible	Laser		
\$225,000	\$0	no	\$ _____	\$ _____
\$225,000	\$100,000	no	\$ _____	\$ _____
\$225,000	\$125,000	no	\$ _____	\$ _____
\$225,000	\$150,000	no	\$ _____	\$ _____
\$225,000	\$0	yes	\$ _____	\$ _____
\$225,000	\$100,000	yes	\$ _____	\$ _____
\$225,000	\$125,000	yes	\$ _____	\$ _____
\$225,000	\$150,000	yes	\$ _____	\$ _____
\$250,000	\$0	no	\$ _____	\$ _____
\$250,000	\$100,000	no	\$ _____	\$ _____
\$250,000	\$125,000	no	\$ _____	\$ _____
\$250,000	\$150,000	no	\$ _____	\$ _____
\$250,000	\$0	yes	\$ _____	\$ _____
\$250,000	\$100,000	yes	\$ _____	\$ _____
\$250,000	\$125,000	yes	\$ _____	\$ _____
\$250,000	\$150,000	yes	\$ _____	\$ _____

¹ This rate applies to employees enrolled in single coverage.

² This rate applies to employees enrolled in family coverage.

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 _____)
County of _____) SS

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

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

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

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

(signature of Affiant) _____
(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public) My Commission Expires: _____

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-026)

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

State of _____)
) SS
County of _____)

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

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. 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)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

In the case of Vendor:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015_026

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklinton.gov

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20__-____)

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

1. CITY issued (a) on ____ __, 20__ Purchasing Office Solicitation No. 20__-____, a procurement solicitation for bids for _____, and (b) on ____ __, 20__ Addendum No. __ to Purchasing Office Solicitation No. 20__-____ (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a bid/proposal dated ____ __, 20__ ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate(s) of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate(s) of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
7. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

8. CITY awarded on _____, 20__ and now desires to retain VENDOR to _____, pursuant to SOLICITATION, SUBMITTAL and tabulation, as prepared by CITY, of bids received in response to SOLICITATION, a copy of which tabulation is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.

[OR]

9. CITY awarded on _____, 20__ and now desires to retain VENDOR to _____, pursuant to SOLICITATION and SUBMITTAL, and as follows:

Item No.	Description	Quantity	Unit Price	Extended Price	Invoice Due and Payable
1					upon delivery/completion, net 30 days from date of delivery/completion or date of invoice, whichever is later
2					upon delivery/completion, net 30 days from date of final delivery/completion or date of invoice, whichever is later
Total:	All specified materials and services				

10. [If applicable:] The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
11. In the event of a conflict between CITY's SOLICITATION and VENDOR's SUBMITTAL, CITY's SOLICITATION shall supersede any conflicting terms and conditions within VENDOR's SUBMITTAL, except for any exceptions identified by VENDOR in its SUBMITTAL and accepted at the time of award by CITY.

[OR]

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

Attachment No. 1

SOLICITATION

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

Attachment No. 2

SUBMITTAL

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

Attachment No. 3

Certificate(s) of Insurance

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

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____-_____)

Attachment No. 4

Indemnification Agreement

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

Attachment No. 5

Tabulation of bids received

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

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

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

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

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

(signature of person whose printed name appears above)

(title of person whose printed name appears above)

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-026

1. Solicitation identified: This Addendum No. 1 applies to the following procurement:
stop loss insurance for employee and retiree health and pharmacy programs
Purchasing Office Solicitation No.: 2015-026

2. Notice to Bidders publication date: **March 19, 2015**
3. Solicitation release date: **March 20, 2015**
4. Addendum No. 1 release date: **March 23, 2015**
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **March 26, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **April 2, 2015, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **April 24, 2015**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **May 12, 2015**
9. Addendum:

In reference to the City of Franklin's March 20, 2015 Purchasing Office Solicitation No. 2015-026 for stop loss insurance for employee and retiree health and pharmacy programs, the City has been asked certain questions about the solicitation by one or more vendors who are potential bidders.

The purpose of this Addendum No. 1 is to announce to all interested vendors the City's responses to the questions that have been asked to date.

Please note that the submittal deadline and scheduled opening of all bids received remains unchanged and is:

April 2, 2015, 2:00 p.m. Central Time

Below are the questions asked to date and the City's responses thereto:

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-026

Q1: It appears the City is looking for a self-funded retiree offering. Am I reading this correctly? If so, do you know if the City is interested in a fully insured Group Medicare Advantage program for the Medicare eligible retirees?

A1: Pursuant to this procurement solicitation, the City is accepting bids for Stop Loss Insurance only. The City is not soliciting other coverages at this time. Further, retirees over 65 are not eligible for the City medical plan.

10. Acknowledge receipt of addendum: Bidders shall acknowledge receipt of this addendum on the Bid Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
11. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation prior to the March 26, 2015, 2:00 p.m. Central Time deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079

Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.

12. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0106)

Attachment No. 2

SUBMITTAL

Bid Submittal Form

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

Purchasing Office Solicitation No.: **2015-026**

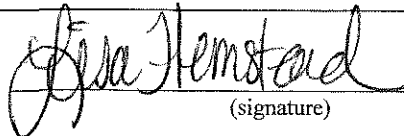
Vendor's name, street address, and mailing address:	Sun Life Assurance Company of Canada One Sun Life Executive Park Wellesley Hills, MA 02481
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Lisa Hemstead Sr. Stop Loss Specialist (617) 584-4278 Lisa.Hemstead@Sunlife.com
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ 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?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____
Last date (no sooner than June 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	_____
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Visa credit card.
Receipt acknowledged of any and all issued addenda to this solicitation:	☒ Addendum No. <u>1</u> received. ☐ Addenda Nos. _____ received. ☐ No addenda received.
Branch office(s) that will be responsible for performing the services pursuant to this procurement solicitation (include street address):	3819 Dartmouth Ave, Nashville, TN 37215 _____ _____ _____
Financial performance rating from A.M. Best and Standard and Poor's:	AM Best: A+ / Standard & Poors: Aa3
Number of years the company has been in business:	33
Number of stop loss contracts in force:	1860; 4.5 million lives covered
Percentage of stop loss contracts that are with employers in the public sector:	Upon Request
Contract basis for specific stop loss coverage (minimum 24/12):	24/12
Maximum rate increase at 7/1/2016 renewal (as a percentage of 7/1/2015 quoted rates) if no new lasers (higher individual specific deductibles):	50%

Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-026

Vendor's name:	Sun Life Assurance Company of Canada
If the bid is submitted in conjunction with an MGU, the following questions must be answered:	
Does the MGU have claims paying authority? If so, to what extent?	☐ Yes, to the following extent: _____ ☐ No, the MGU does not have claims paying authority.
Does the MGU assume any risk for the insurance carrier? If yes, how much?	☐ Yes, to the following extent: _____ ☐ No, the MGU does not assume any risk for the insurance carrier.
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) and/or service(s); - A copy of your Tennessee license; - Sample of the bidder's contract; - Disclosure of all lawsuits regarding the type of coverage being quoted within the past three years, whether anticipated, pending or concluded, to which the bidder has been a party; - Disclosure of any other names or former names under which they have operated; - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - A complete digital copy and two (2) complete duplicate sets of submitted bid documents per the Instructions for Bidders.	☒ Yes, see enclosed. ☐ 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).
Signature of bidder's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature)
Title of bidder's authorized representative:	Sr. Stop Loss Specialist
Date of signature:	4/2/15

Bid Submittal Form

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

Purchasing Office Solicitation No.: 2015-026

Vendor's name:			Sun Life Assurance Company of Canada	
Bid stop loss rates:				
Coverage variables				
Specific individual deductible	Aggregating specific deductible	Laser	Rate per single employee ¹ per month	Rate per family ² per month
\$225,000	\$0	no	\$ 22.48	\$ 60.88
\$225,000	\$100,000	no	\$ 18.15	\$ 48.55
\$225,000	\$125,000	no	\$ 17.30	\$ 46.12
\$225,000	\$150,000	no	\$ 16.50	\$ 43.84
\$225,000	\$0	yes	\$ 21.86	\$ 59.11
\$225,000	\$100,000	yes	\$ 17.66	\$ 47.14
\$225,000	\$125,000	yes	\$ 16.83	\$ 44.79
\$225,000	\$150,000	yes	\$ 16.06	\$ 42.58
\$250,000	\$0	no	\$ 18.47	\$ 51.24
\$250,000	\$100,000	no	\$ 14.32	\$ 38.98
\$250,000	\$125,000	no	\$ 13.49	\$ 36.53
\$250,000	\$150,000	no	\$ 12.72	\$ 34.25
\$250,000	\$0	yes	\$ 17.96	\$ 49.75
\$250,000	\$100,000	yes	\$ 13.94	\$ 37.86
\$250,000	\$125,000	yes	\$ 13.14	\$ 35.49
\$250,000	\$150,000	yes	\$ 12.39	\$ 33.27

¹ This rate applies to employees enrolled in single coverage.

² This rate applies to employees enrolled in family coverage.

PROPOSAL

Brighter under the sun

Created for:
City of Franklin

Introduction

Thank you for the opportunity to provide your company with insurance protection. We are honored to offer this proposal to you.

Proposal presented to

City of Franklin
109 Third Ave S Suite 107
Franklin, TN 37064

SIC Code: 9111

Proposal presented by

Sun Life Financial
One Sun Life Exec Park
112 Worcester St
Wellesley Hills, MA 02481
Tel: 800-786-5433

Benefits quoted

Specific Stop-Loss

Proposed Effective Date

July 1, 2015

Things to know

- This proposal shows a summary of proposed benefits, rates, and underlying assumptions. It is not part of the group policy or a legal contract with Sun Life Financial or its affiliated companies.
- This proposal is valid for 60 days, starting from April 2, 2015, and only for the proposed Effective Date.
- The rates shown may be subject to recalculation pending a) final enrollment, b) census data, and c) review of any additional data requested in the proposal. Please review the assumptions for information about how the rates were derived.

Producer licensing

All Sun Life Financial companies require producers who use insurance quotes for the purpose of soliciting, selling or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale, or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sale, or negotiation of insurance, including but not limited to solicitation, sale, or negotiation conducted in person, or by telephone, by e-mail, by fax, or otherwise.

Producer compensation

We encourage brokers and their clients to discuss what commission or other compensation may be paid in connection with the purchase of products and services from Sun Life companies. All Sun Life Financial companies may pay the selling broker, agency, or third party administrator for the promotion, sale, and renewal of the products and services offered in this proposal. In addition to our standard compensation arrangements, we may make additional cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels, and volume of business. For New York-issued cases, producers must comply with the specific compensation disclosure requirements of New York Regulation 194.

Plan and rates

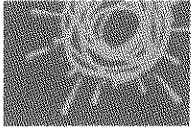
This proposal may be based on employee census information provided by the employer. Acceptance of the group and final rates will be determined by Sun Life based on actual enrollment and case experience, if required. Terms and conditions of any coverage under the policy may be determined by all required final data and by underwriting rules, minimum participation requirements, and policy provisions in effect on the date coverage begins.

Underwriting companies

The Sun Life Financial group of companies operates under the Sun Life Financial name. In the United States and elsewhere, insurance products are offered by members of the Sun Life Financial group that are insurance companies. Sun Life Financial Inc., the publicly traded holding company for the Sun Life Financial group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.

Affordable Care Act

The Affordable Care Act (ACA) includes plan requirements. This proposal represents Sun Life's effort to work with you to meet your requirements under the ACA, including—but not limited to—the dependent age and rescission provisions. Regarding the rescission provision, it is the self-funded medical plan's responsibility to keep its census data up to date at all times. If the plan inadvertently does not remove a terminated participant, Sun Life may deny a claim. However, in that situation, the plan is responsible.



Stop-Loss

We are pleased to offer Stop-Loss insurance to employers. Our coverage provides a full range of services and features designed to make self-funding easier and more affordable. Here are some highlights:

- **Autonomy:** Receive fast, final decisions to underwriting and claim requests because we don't need to take the time to ask for a reinsurer's approval. As a direct-writer carrier, we retain 99.5% of the Specific risk and 100% of the Aggregate risk for our Stop-Loss policies.
- **Excellent claims service:** Experience a high standard of customer service, including an average 10-business-day turnaround time for complete Specific claim requests.
- **Money-saving programs:** Get SunResources® and SunEliteSM —both are provided to all Sun Life Stop-Loss customers. Sun Life nurse consultants work with administrators even before the Stop-Loss deductible is reached to help reduce claim expenses for the plan through SunResources® access to specialized vendors. The SunEliteSM medical plan document review service delivers insight you can use to strengthen cost containment, federal law compliance, and discretionary authority language.
- **Comprehensive policy:** Enjoy a Stop-Loss policy that covers a variety of managed care fees, off-label drug use, alternative care, state assessments, and state-mandated hospital surcharges. These reimbursable expenses can help lower the total cost of self-funding.
- **Flexibility:** Choose from a full range of plan designs to meet any budget. Designs include a range of deductibles and run-in and run-out options.
- **Customized protection:** Tailor coverage with the innovative Cancer rider deductible (requires an in force Sun Life Cancer/Critical Illness policy), Aggregating Specific deductible, Monthly Aggregate Accommodation option, Advance Funding and Clinical Trials option.
- **No New Lasers at Renewal:** Eliminate the potential for additional lasers with the No New Lasers at Renewal option. It includes the Renewal Rate Increase Cap to help make renewals even more predictable and stable.
- **Gapless Renewals:** Catch claims that would otherwise go uncovered between policy years with the Gapless Renewals option. This added coverage was created for claims that don't fall into the normal run-out pattern.
- **No Redisclosure at Renewal:** Rely on this to make things easier—you don't have to send in a large claims disclosure again at renewal.

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

Stop-Loss

Rates

Plan 1

NO NEW LASERS AT RENEWAL OPTION

Proposed Third Party Administrator: BLUE CROSS/BUE SHIELD OF TENNESSEE

Proposed network: BCBS Tenn-Chatt/Memphis, Blue Card

Specific Stop-Loss insurance

Effective Date: 07/01/2015	Commission: 0.00%	SIC: 9111
Policy year end date: 06/30/2016		
Covered benefits	Medical including prescription drug plan	
Annual maximum: Unlimited		
Claim Basis:	24/12	
Specific Deductible	\$225,000	\$250,000
Aggregating Specific Deductible		
Employee tier/lives		
Employee only	223	\$22.48
Employee and family	423	\$60.88
Total Lives	646	
Monthly premium	\$30,765	\$25,793
Policy year premium	\$369,150	\$309,537
Policy year cost summary		
Specific Deductible	\$225,000	\$250,000
Total premium	\$369,150	\$309,537

Included in this plan:

- Managed care discount for pre-certification, utilization review, medical case management
- Retirees included for Specific coverage

Additional options:

- Additional discounts on the Specific rates have been applied for the following:
 - Pregnancy management
 - Neonatal network
 - Disease management
- If these programs are not in place by the effective date, rates will be increased 2% for each program.
- A discount may be available with the purchase of Group Life and/or LTD.

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

April 2, 2015

Quote # 8

Plan 2

LASERS AT RENEWAL OPTION

Proposed Third Party Administrator: BLUE CROSS/BLUE SHIELD OF TENNESSEE

Proposed network: BCBS Tenn-Chatt/Memphis, Blue Card

Specific Stop-Loss insurance

Effective Date: 07/01/2015	Commission: 0.00%	SIC: 9111
Policy year end date: 06/30/2016		
Covered benefits	Medical including prescription drug plan	
Annual maximum: Unlimited		
Claim Basis:	24/12	
Specific Deductible	\$225,000	\$250,000
Aggregating Specific Deductible		
Employee tier/lives		
Employee only	223	\$21.86
Employee and family	423	\$59.11
Total Lives	646	
Monthly premium	\$29,878	\$25,049
Policy year premium	\$358,530	\$300,623
Policy year cost summary		
Specific Deductible	\$225,000	\$250,000
Total premium	\$358,530	\$300,623

Included in this plan:

- Managed care discount for pre-certification, utilization review, medical case management
- Retirees included for Specific coverage

Additional options:

- Additional discounts on the Specific rates have been applied for the following:
 - Pregnancy management
 - Neonatal network
 - Disease management
- If these programs are not in place by the effective date, rates will be increased 2% for each program.
- A discount may be available with the purchase of Group Life and/or LTD.

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

April 2, 2015

Quote # 8

Plan 3

NO NEW LASERS AT RENEWAL OPTION

Proposed Third Party Administrator: BLUE CROSS/BLUE SHIELD OF TENNESSEE

Proposed network: BCBS Tenn-Chatt/Memphis, Blue Card

Specific Stop-Loss insurance

Effective Date: 07/01/2015	Commission: 0.00%	SIC:	9111
Policy year end date: 06/30/2016			
Covered benefits	Medical including prescription drug plan		
Annual maximum: Unlimited			
Claim Basis:	24/12		
Specific Deductible	\$225,000	\$225,000	\$225,000
Aggregating Specific Deductible	\$100,000	\$125,000	\$150,000
Employee tier/lives			
Employee only	223	\$18.15	\$17.30
Employee and family	423	\$48.55	\$46.12
Total Lives	646		
Monthly premium	\$24,584	\$23,367	\$22,224
Policy year premium	\$295,041	\$280,390	\$266,669
Policy year cost summary			
Specific Deductible	\$225,000	\$225,000	\$225,000
Total premium	\$295,041	\$280,390	\$266,669

Included in this plan:

- Managed care discount for pre-certification, utilization review, medical case management
- Retirees included for Specific coverage

Additional options:

- Additional discounts on the Specific rates have been applied for the following:
 - Pregnancy management
 - Neonatal network
 - Disease management
- If these programs are not in place by the effective date, rates will be increased 2% for each program.
- A discount may be available with the purchase of Group Life and/or LTD.

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

April 2, 2015

Quote # 8

Plan 4

LASERS AT RENEWAL OPTION

Proposed Third Party Administrator: BLUE CROSS/BLUE SHIELD OF TENNESSEE

Proposed network: BCBS Tenn-Chatt/Memphis, Blue Card

Specific Stop-Loss insurance

Effective Date: 07/01/2015	Commission: 0.00%	SIC:	9111
Policy year end date: 06/30/2016			
Covered benefits	Medical including prescription drug plan		
Annual maximum: Unlimited			
Claim Basis:	24/12		
Specific Deductible	\$225,000	\$225,000	\$225,000
Aggregating Specific Deductible	\$100,000	\$125,000	\$150,000
Employee tier/lives			
Employee only	223	\$17.66	\$16.83
Employee and family	423	\$47.14	\$44.79
Total Lives	646		\$16.06
Monthly premium	\$23,878	\$22,699	\$21,593
Policy year premium	\$286,514	\$272,405	\$259,072
Policy year cost summary			
Specific Deductible	\$225,000	\$225,000	\$225,000
Total premium	\$286,514	\$272,405	\$259,072

Included in this plan:

- Managed care discount for pre-certification, utilization review, medical case management
- Retirees included for Specific coverage

Additional options:

- Additional discounts on the Specific rates have been applied for the following:
 - Pregnancy management
 - Neonatal network
 - Disease management
- If these programs are not in place by the effective date, rates will be increased 2% for each program.
- A discount may be available with the purchase of Group Life and/or LTD.

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

April 2, 2015

Quote # 8

Plan 5

NO NEW LASERS AT RENEWAL OPTION

Proposed Third Party Administrator: BLUE CROSS/BLUE SHIELD OF TENNESSEE

Proposed network: BCBS Tenn-Chatt/Memphis, Blue Card

Specific Stop-Loss insurance

Effective Date: 07/01/2015		Commission: 0.00%	SIC:	9111
Policy year end date: 06/30/2016				
Covered benefits		Medical including prescription drug plan		
Annual maximum: Unlimited				
Claim Basis:		24/12		
Specific Deductible		\$250,000	\$250,000	\$250,000
Aggregating Specific Deductible		\$100,000	\$125,000	\$150,000
Employee tier/lives				
Employee only	223	\$14.32	\$13.49	\$12.72
Employee and family	423	\$38.98	\$36.53	\$34.25
Total Lives	646			
Monthly premium		\$19,682	\$18,460	\$17,324
Policy year premium		\$236,203	\$221,552	\$207,909
Policy year cost summary				
Specific Deductible		\$250,000	\$250,000	\$250,000
Total premium		\$236,203	\$221,552	\$207,909

Included in this plan:

- Managed care discount for pre-certification, utilization review, medical case management
- Retirees included for Specific coverage

Additional options:

- Additional discounts on the Specific rates have been applied for the following:
 - Pregnancy management
 - Neonatal network
 - Disease management
- If these programs are not in place by the effective date, rates will be increased 2% for each program.
- A discount may be available with the purchase of Group Life and/or LTD.

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

April 2, 2015

Quote # 8

Proposal for City of Franklin

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Plan 6

LASERS AT RENEWAL OPTION

Proposed Third Party Administrator: BLUE CROSS/BLUE SHIELD OF TENNESSEE

Proposed network: BCBS Tenn-Chatt/Memphis and Blue Card

Specific Stop-Loss insurance

Effective Date: 07/01/2015	Commission: 0.00%	SIC:	9111
Policy year end date: 06/30/2016			
Covered benefits	Medical including prescription drug plan		
Annual maximum: Unlimited			
Claim Basis:	24/12		
Specific Deductible	\$250,000	\$250,000	\$250,000
Aggregating Specific Deductible	\$100,000	\$125,000	\$150,000
Employee tier/lives			
Employee only	223	\$13.94	\$13.14
Employee and family	423	\$37.86	\$35.49
Total Lives	646		
Monthly premium	\$19,123	\$17,942	\$16,836
Policy year premium	\$229,459	\$215,351	\$202,017
Policy year cost summary			
Specific Deductible	\$250,000	\$250,000	\$250,000
Total premium	\$229,459	\$215,351	\$202,017

Included in this plan:

- Managed care discount for pre-certification, utilization review, medical case management
- Retirees included for Specific coverage

Additional options:

- Additional discounts on the Specific rates have been applied for the following:
 - Pregnancy management
 - Neonatal network
 - Disease management
- If these programs are not in place by the effective date, rates will be increased 2% for each program.
- A discount may be available with the purchase of Group Life and/or LTD.

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

Stop-Loss

Assumptions

- Clinical Trial Coverage: Costs relating to non-experimental and non-investigational treatment incurred as part of a clinical trial are covered as eligible expenses. Costs relating to experimental or investigational treatment are not covered.
- Mental/nervous/drug/alcohol coverage is based on current plan design.
- Advance Funding Endorsement included.
- This proposal includes the No New Laser at Renewal option and a Renewal Rate Cap of 50.00%. The Renewal Rate Cap applies to the Specific Stop-Loss rates and Aggregating Specific Deductible (if applicable), and it assumes there are no material changes to the policyholder's plan, the Stop-Loss policy, or the group being covered, for Plan 1.
- This proposal includes the No New Laser at Renewal option and a Renewal Rate Cap of 50.00%. The Renewal Rate Cap applies to the Specific Stop-Loss rates and Aggregating Specific Deductible (if applicable), and it assumes there are no material changes to the policyholder's plan, the Stop-Loss policy, or the group being covered, for Plan 3.
- This proposal includes the No New Laser at Renewal option and a Renewal Rate Cap of 50.00%. The Renewal Rate Cap applies to the Specific Stop-Loss rates and Aggregating Specific Deductible (if applicable), and it assumes there are no material changes to the policyholder's plan, the Stop-Loss policy, or the group being covered, for Plan 5.
- This proposal includes the Laser at Renewal option and allows your renewal to contain new or revised lasers, for Plan 2.
- This proposal includes the Laser at Renewal option and allows your renewal to contain new or revised lasers, for Plan 4.
- This proposal includes the Laser at Renewal option and allows your renewal to contain new or revised lasers, for Plan 6.
- This quote includes an Aggregating Specific Deductible, for Plans 3,4,5,6.
- Quote based on current plan of benefits.
- We are offering a conditional 120 Day Early Lock option. You must provide all required information through 2/28/2015 including but not limited to a signed SRQ and application. The information must be received no later than 4/24/2015. This offer is no longer valid after 4/24/2015.
- This proposal assumes the mirroring amendment/endorsement is included. Mirroring of the employer's plan document is subject to review and approval by Sun Life Financial and may impact the quoted rates. The employer plan document must be submitted within 90 days of the policy effective date and must include an executed signature page.
- This proposal assumes the police/fire employees are 36.20% of the group.
- The standard dependent definition is an employee's spouse and unmarried natural, adopted, or step children, unless otherwise noted.
- This proposal assumes your plan covers only full-time and regular part-time hourly and salaried employees, unless otherwise noted.

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

- Final rates for Specific coverage are guaranteed for 12 months from the Effective Date, unless a change in risk occurs. Risk changes include plan or policy amendments; Third Party Administrator or Administrative Services Only changes; network or cost-containment vendor changes; enrollment shifts greater than 15%; participation shifts in each plan option greater than 10%; and addition/deletion of a subsidiary, division, affiliate, or associated company.

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

Stop-Loss

Individual claim assessments

- member #90283604301 has a Specific Deductible of \$355,000. We will review and consider additional information. If an Identifier is referenced, please provide the name of this individual.

Stop-Loss

Sold Case requirements

- Copy of plan document
- Final census information through the end of the enrollment period, including age or date of birth, gender, zip codes, coverage codes, and identification of any HMO, retiree, COBRA, and noneligible employees
- Special Risk Questionnaire (SRQ)
- For cases with run-in only:
 - Pending hospital expenses and known confinements that have not yet generated a bill
 - Pre-certification billing through 2 weeks prior to the Effective Date
 - Outstanding claims due to subrogation, audit, contested denials, or any other reason
- For cases with 12/12 or run-outs: pre-certification billing through 2 weeks prior to the Effective Date

Issuance of a contract is subject to submission of all Sold Case and Proposal Contingencies.

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

Disclosures

Policy disclosures

Stop-Loss

Exclusions

We do not reimburse for any of the following:

- Expenses for medical services rendered to a Covered Person by the Covered Person's family member or relative.
- Expenses that are payable or reimbursable under any Workers' Compensation Law or similar legislation.
- Expenses for any cosmetic Treatment as defined in Your Plan. This exclusion does not apply to expenses relating to breast reconstruction after mastectomy.
- Expenses for any Experimental or Investigational Treatment, or for any hospital confinement or Treatment that results from Experimental or Investigational Treatment.
- Expenses for any transplant not included in the definition of Transplant.
- Expenses relating to non-human organ or tissue transplants, gene therapies, xenographs or cloning.
- Expenses for any Treatment administered outside the United States if the Covered Person traveled to the location where the Treatment was received for the purpose of obtaining the Treatment.
- Expenses for benefits in excess of Your Plan's limits, or expenses that are excluded under Your Plan.
- Expenses in excess of the Usual and Customary Charge.
- Any amount paid by You in excess of a negotiated provider discount, or any penalty or late charge incurred, or any discount lost, unless previously approved in writing by Us at Our U.S. Headquarters.
- Expenses associated with the administration of Your Plan including, but not limited to, claim payment fees, cost containment administrative fees, PDP administration fees, PPO access fees, premium functions, medical review and consultant fees, unless otherwise covered under this Policy.
- Expenses paid by You relating to any litigation concerning Your Plan, including, but not limited to, attorneys' fees, extra-contractual damages, compensatory damages and punitive damages.
- Any portion of an expense which You are not obligated to pay under Your Plan, or which is reimbursable to You under:
 - Another group health benefit program; or
 - A government or privately supported medical research program; or
 - Medicare; or
 - Any coordination of benefits or non-duplication of benefits provision of Your Plan; or
 - Worker's compensation; or
 - Any other source.
- Expenses incurred by a person who is employed by You at any unit, subsidiary or division of Yours that has not been underwritten by Us.
- Expenses incurred for any illness or injury due to, or aggravated by, war or an act of war, whether declared or undeclared.
- Expenses paid by You for any Treatment authorized or approved under any provision of Your Plan which:
 - Allows the plan administrator to approve alternative care or alternative treatment; or

April 2, 2015

Quote # 8

- Allows the plan administrator to alter, modify, or waive Plan provisions or limitations, or
 - Grants You or Your plan administrator discretion to approve coverage for Treatment not otherwise covered under Your Plan;
- unless the Treatment satisfies the criteria for Alternative Care set forth in Section II.
- Expenses covered under a Prescription Drug Plan, unless Prescription Drug Plan coverage is a Covered Benefit on the Schedule of Benefits.
- Expenses for any Transplant if You have a separate insurance policy that covers Transplants for Covered Persons regardless of whether the Covered Person is covered by that policy.
- Notwithstanding any other Policy provision, We will not reimburse any expense incurred by any employee, or by the employee's dependents, where the employee is a member of: (a) a division, unit, group, subsidiary, affiliate, or class of employee of the Policyholder; or (b) an association, trust, cooperative or similar organization connected with the Policyholder, that is not covered by the Plan as of the Policy Renewal Effective Date.

General disclosures

1. For current financial ratings, please visit www.sunlife.com.

The Sun Life Financial group of companies operates under the "Sun Life Financial" name. In the United States and elsewhere, insurance products are offered by members of the Sun Life Financial group that are insurance companies. Sun Life Financial Inc., the publicly traded holding company for the Sun Life Financial group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.

2. Based on market capitalization data, as of March 31, 2013 provided by Thomson Reuters and compiled by Sun Life Financial.

3. Based on in force premium for U.S. business. Source: for Disability, LIMRA, U.S. Group Disability Insurance 2011 Annual Sales and In Force Report.

4. The services identified below are not insurance, are offered only on specific lines of coverage, and carry a separate charge, which is added to the cost of the insurance. The cost is included in the total amount billed. Emergency Travel Assistance is provided by Assist America®. Identity Theft Protection is provided by SecurAssist®, an Assist America program. Convenience Resources and Adult /Elder Care Support are provided by Harris, Rothenberg International, Inc. Claimant Support Services, Online Will Preparation, and HealthChampionSM (health care support services) are provided by ComPsych®. Employee Assistance Program (EAP) work/life services, which are provided by ComPsych, are also not insurance, and the charge is segregated from the insurance cost but included in the total amount billed. The benefit-specific sections of this proposal will note if any of these services are available to employees. Sun Life is not responsible or liable for care, services, or advice given by any provider or vendor of the services. Sun Life reserves the right to discontinue any of the services at any time.

Service guarantees: if we do not meet our service standards, the employer is given a refund as a percentage of premium. Certain limitations apply.

Group insurance policies are underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) in all states, except New York, under Policy Form Series 93P-LH, 98P-ADD, 02-SL, 07-SL REV 7-12, 01C-LH-PT, 12-GP-01, 12-DI-C-01, 12-SD-C-01, GP-A, 13-SD-C-01, 12-AC-C-01, 12-AC-R-01, and 12-AC-R-02. In New York, group insurance policies are underwritten by Sun Life and Health Insurance Company (U.S.) (Windsor, CT) under Policy Form Series 13-GP-LH-01, 13-GP-LF-01, GP-A, 06P-NY-DBL, 07-NYSL REV 7-12. Product offerings may not be available in all states and may vary depending on state laws and regulations.

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License No: 2249099
NPN: 6610988

State of Tennessee
Department of
Commerce and Insurance
LISA A. HEMSTEAD



LICENSE TYPE
INSURANCE PRODUCER

LINES OF AUTHORITY
Life
Accident & Health

LICENSE
EXPIRATION
DATE
01/31/2017

LISA A. HEMSTEAD
3819 DARTMOUTH AVE
NASHVILLE TN 37215

State of Tennessee
Department of
Commerce and Insurance
LISA A. HEMSTEAD

License No: 2249099

NPN: 6610988

9006061

This is to certify that all requirements of the State of Tennessee have been met.

LICENSE TYPE
INSURANCE PRODUCER

LINES OF AUTHORITY
Life
Accident & Health

LICENSE
EXPIRATION
DATE
01/31/2017

This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The insurance producer must complete continuing education, renew the license and pay fees.



IN-1313
Department of
Commerce and Insurance

Sun Life Assurance Company of Canada

Stop-Loss Policy

Policyholder: ABC Company

Policy Number: 12345

Policy Effective Date: January 1, 2012

This Policy is delivered in [State] and is subject to the laws of that jurisdiction.

Sun Life Assurance Company of Canada agrees to pay the benefits provided by this Policy in accordance with the provisions contained herein. This Policy is issued in consideration of the Application submitted by the Policyholder, a copy of which is attached, and continued payment of premium by the Policyholder. The Application, and any Riders, Endorsements, Addenda and Amendments to this Policy are made part of this Policy.

The Policyholder will hereafter be referred to as "You," "Your," and "Yours."

Sun Life Assurance Company of Canada will hereafter be referred to as "We," "Our," and "Us."

When determining any date under this Policy, all days begin at 12:00:00 a.m. and end at 11:59:59 p.m. standard time for Your headquarters.

Signed at Our U.S. headquarters, One Sun Life Executive Park, Wellesley Hills, Massachusetts, by:



Dean A. Connor
President and Chief Executive Officer



Dana J. Easthope
Vice-President, Associate General Counsel
and Corporate Secretary

PLEASE READ YOUR POLICY CAREFULLY
Non-Participating

This is a reimbursement policy. You, or Your Plan administrator, are responsible for making benefit determinations under your Plan. We have no duty or authority to administer, settle, adjust or provide advice regarding claims filed under Your Plan.



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Schedule of Benefits
Specific Benefit

Original Specific Benefit Effective Date January 1, 2013

Benefit Specifications

Policy Year January 1, 2013 through December 31, 2013

Reimbursement Percentage 100% of Eligible Expenses

Covered Benefits Medical, Including Prescription Drugs

Specific Benefit Deductible \$XXX,XXX

Specific Benefit Lifetime Maximum
Eligible Expenses \$XXX,XXX,XXX

Specific Benefit Claims Basis **24/12 (12 Month Run-In)**
Eligible Expenses include only those expenses Incurred during the Policy Year, or within 12 months prior to the Policy Year (the Run-In Period), and Paid during the Policy Year.

Covered Unit(s) Single Employee, Employee and Family

Retirees Covered

Specific Benefit Premium Rate \$XX.XX per Single Employee per month

\$XX.XX per Employee and Family per month

Premium Due Date The Policy Effective Date and the first day of each succeeding month.

Schedule of Benefits

Aggregate Benefit

Original Aggregate Benefit Effective Date January 1, 2013

Benefit Specifications

Policy Year January 1, 2013 through December 31, 2013

Reimbursement Percentage 100% of Eligible Expenses

Covered Benefits Medical

Prescription Drug Plan (PDP)

Aggregate Benefit Maximum \$X,XXX,XXX

Aggregate Benefit Maximum Eligible Expenses Per Covered Person \$XXX,XXX

Aggregate Deductible Factor ("ADF") The ADF per Benefit Month for each Covered Unit by Covered Benefit is as follows:

<u>Covered Benefit</u>	<u>Covered Unit</u>	<u>ADF</u>
Medical	Single Employee	\$XXX.XX
	Employee and Family	
PDP	Single Employee	\$XXX.XX
	Employee and Family	

Minimum Aggregate Deductible The Minimum Aggregate Deductible for the current Policy Year is the greater of:
a) \$X,XXX,XXX; or
b) 1% of the Monthly Aggregate Deductible for the first month of the Policy Year, then multiplied by 12.

Aggregate Benefit Attachment Point The Aggregate Benefit Attachment Point is the greater of:
a) the sum of the Monthly Aggregate Deductibles for the Policy Year; or
b) the Minimum Aggregate Deductible.

Aggregate Benefit Claims Basis **24/12 (12 Month Run-In)**
Eligible Expenses include only those expenses Incurred during the Policy Year, or within 12 months prior to the Policy Year (the "Run-In Period"), and Paid during the Policy Year.

Covered Unit(s) Single Employee, Employee and Family

Retirees Covered

Aggregate Benefit Premium Rate \$X.XX per Covered Units per month.

Premium Due Date The Policy Effective Date and the first day of each succeeding month.

Section 1 Definitions

Alternative Care: For the purpose of determining Eligible Expenses under this Policy, Alternative Care means a plan of Treatment identified through case management services provided to Your Plan. We may consider expenses arising from Alternative Care for reimbursement if the Treatment is cost-effective and Medically Appropriate and Necessary for the care of a Covered Person. Alternative Care must satisfy the requirements set forth in Section II, Expenses Eligible for Reimbursement.

Benefit Month: Any calendar month during which this Policy is in force.

Catastrophic Diagnosis: Any medical condition that is a special risk on Our Special Risk Questionnaire.

Claims Basis: The period of time, shown on the Schedule(s) of Benefits, during which Eligible Expenses must be Incurred by a Covered Person and Paid by You to be eligible for reimbursement under this Policy.

Covered Benefits: The benefit provisions of Your Plan that are insured for stop-loss coverage under this Policy. The Covered Benefits for this Policy are shown on the Schedule(s) of Benefits.

Covered Person: A person enrolled in Your Plan and entitled to receive benefits under Your Plan while this Policy is in force. Retirees, as defined by Your Plan, may be Covered Persons if they are included on the Schedule(s) of Benefits. Covered Person also includes a person enrolled in Your Plan and entitled to receive benefits under Your Plan during the Run-In Period who dies before the Policy Effective Date.

Covered Unit: A category of participants under Your Plan. The Covered Unit(s) for this Policy are shown on the Schedule(s) of Benefits.

Dependent: A person enrolled in Your Plan and entitled to receive benefits under Your Plan as a dependent of a Covered Person. If the law of the state where the Policy is issued requires that domestic partners be covered under Your Plan, then individuals who are domestic partners under the law shall be considered Dependents under the Policy.

Drug or Alcohol Dependence: Dependence on, or abuse of, a chemical substance or alcohol as classified by the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association ("DSM") or a comparable manual if the American Psychiatric Association stops publishing the DSM.

Experimental or Investigational Treatment: For the purpose of determining Eligible Expenses under this Policy, a Treatment (other than Covered Off-Label Drug Use) will be considered by Us to be experimental or investigational if:

1. The Treatment is governed by the United States Food and Drug Administration ("FDA") and the FDA has not approved the Treatment for the particular condition at the time the Treatment is provided; or
2. The Treatment is provided as part of an ongoing Phase I, II or III clinical trial as defined by the National Institute of Health, National Cancer Institute or the FDA; or
3. There is documentation in published U.S. peer-reviewed medical literature that states that further research, studies, or clinical trials are necessary to determine the safety, toxicity or efficacy of the Treatment.

Experimental or Investigational Treatment shall not include any Treatment provided as part of a clinical trial that would have been provided to the Covered Person if the Covered Person had not participated in the clinical trial.

Incurred: The date on which Treatment is provided.

Independent Review Panel: A panel retained through a third party vendor of medical review services that is comprised of three physicians who are board-certified in the medical specialty or subspecialty that most typically administers the Treatment under review.

Section 1 Definitions

Medical Management Vendor: A third party hired to reduce or control the cost of services or supplies provided to Covered Persons under Your Plan.

Medically Necessary and Appropriate: For the purpose of determining Eligible Expenses under this Policy, a medically necessary and appropriate Treatment is one that We determine meets all of the following criteria:

1. It is recommended and provided by a licensed physician, dentist or other medical practitioner who is practicing within the scope of his or her license; and
2. It is generally accepted as the standard of medical practice and care for the diagnosis and treatment of the particular condition; and
3. It is approved by the FDA, if applicable.

Mental Illness: For the purpose of determining Eligible Expenses under this Policy, Mental Illness includes, but is not limited to, bipolar affective disorder, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders and any other mental and nervous condition classified in the DSM. Mental Illness does not include any condition listed in Appendix G of the DSM-IV, titled "ICD-9-CM Codes for Selected General Medical Conditions and Medication Induced Disorders," or any comparable listing if Appendix G is no longer published.

Off-Label Drug Use: The use of a drug for a purpose other than that for which it was approved by the FDA.

Original Aggregate Benefit Effective Date: When We provide You with Aggregate Benefit coverage under this Policy for consecutive Policy Years, the Original Aggregate Benefit Effective Date is the date Aggregate Benefit coverage first became effective in the consecutive year period.

Original Specific Benefit Effective Date: When We provide You with Specific Benefit coverage under this Policy for consecutive Policy Years, the Original Specific Benefit Effective Date is the date Specific Benefit coverage first became effective in the consecutive year period.

Paid: The date Your check or draft for payment of expenses Incurred by a Covered Person is issued and delivered to the payee, provided that the account upon which the payment is drawn contains sufficient funds to permit the check or draft to be honored.

Plan: Your self-funded benefit plan established to provide benefits to Covered Persons as described in Your plan document. For the purpose of determining benefits payable under this Policy, the Plan shall not include any amendments made to the plan document after the Original Aggregate Benefit Effective Date or the Original Specific Benefit Effective Date, whichever is earlier, unless We notify You in writing from Our U.S. Headquarters that We accept the amendment.

Policyholder: You, the legal entity to whom this Policy is issued.

Prescription Drugs: For the purpose of determining Eligible Expenses under this Policy, Prescription Drugs includes all prescription drugs covered under Your Plan, other than prescription drugs administered to a Covered Person while he or she is confined in a hospital or other medical facility.

Prescription Drug Plan: A benefit provision of Your Plan, or a separate employee benefit plan maintained by You, under which prescription drug expenses are paid independently of other medical expenses. Expenses incurred under a Prescription Drug Plan will be included as Eligible Expenses only if the Prescription Drug Plan is included as a Covered Benefit in the Schedule of Benefits. A Prescription Drug Plan does not mean prescription drug expenses paid subject to any deductibles and coinsurance applicable to other medical benefits under Your Plan.

Provider Network: A Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), Point of Service Plan (POS), self-funded Health Maintenance Organization (HMO), or any managed care network offered under Your Plan.

Section 1 Definitions

Reimbursement Percentage: The percent of Eligible Expenses that will be considered for reimbursement under this Policy.

Schedule of Benefits: This Policy's schedule of Specific Benefit coverage or Aggregate Benefit coverage provided under this Policy.

Special Risk Questionnaire: A report used to provide Us with certain information We require to underwrite this Policy.

Third Party Administrator ("TPA"): A third party that You have entered into an agreement with to provide administrative services to Your Plan. Your TPA is not Our agent.

Transplant: The transplant of organs from human to human, including bone marrow, stem cell and cord blood transplants. Transplants include only those transplants that: (a) are approved for Medicare coverage on the date the Transplant is performed; and (b) are not otherwise excluded by this Policy.

A Transplant must be performed at a Transplant Facility in order to be considered for reimbursement under this Policy.

Transplant Deductible: A deductible, in addition to the Specific Benefit Deductible, that must be satisfied before any Eligible Expenses Incurred in connection with a covered Transplant will be considered for reimbursement under this Policy.

Transplant Facility: A hospital or facility which is accredited by the Joint Commission on Accreditation of Healthcare Organizations to perform a Transplant and:

For organ transplants: is an approved member of the United Network for Organ Sharing for such Transplant or is approved by Medicare as a transplant facility for such Transplant;

For unrelated allogeneic bone marrow or stem cell transplants: is a participant in the National Marrow Donor Program;

For autologous stem cell transplants: is approved to perform such Transplant by: (a) the state where the Transplant is to be performed; or (b) Medicare; or (c) the Foundation for the Accreditation of Hemopoietic Cell Therapy. Outpatient transplant facilities must be similarly approved.

Treatment: Any treatment, procedure, service, device, supply or drug provided to a Covered Person.

Usual and Customary Charge: The usual and customary charge for the locality where the expenses are incurred.

U.S. Headquarters: Our United States headquarters located at One Sun Life Executive Park, Wellesley Hills, Massachusetts.

Section II
Benefit Provisions
Specific Benefit

Definitions

Specific Benefit Deductible: The amount of Eligible Expenses relating to a Covered Person that You must pay before You become eligible for a Specific Benefit.

Specific Benefit Lifetime Maximum Eligible Expenses: The Specific Benefit Lifetime Maximum Eligible Expenses is the maximum amount of Eligible Expenses We will ever apply towards the Specific Benefit for a Covered Person during his or her lifetime. All Eligible Expenses incurred by a Covered Person during the first Policy Year or any subsequent Renewal Policy Year will apply toward the Specific Benefit Lifetime Maximum Eligible Expenses. The Specific Benefit Lifetime Maximum Eligible Expenses amount is shown in the Schedule of Benefits.

Specific Benefit

The Specific Benefit for any Covered Person for any Policy Year equals:

1. The total amount of Eligible Expenses for the Covered Person; minus
2. The Specific Deductible;

multiplied by the Reimbursement Percentage shown on the Schedule of Benefits – Specific Benefit,” if that Reimbursement Percentage is less than 100%.

The amount of Eligible Expenses with respect to any Covered Person is subject to the Specific Benefit Lifetime Maximum Eligible Expenses.

Sample

Section II Benefit Provisions Aggregate Benefit

Definitions

Aggregate Benefit Attachment Point: The amount of Eligible Expenses You must pay during the Aggregate Benefit Claims Basis before We will consider an Aggregate Benefit claim. The Aggregate Benefit Attachment Point is shown on the Schedule of Benefits.

Aggregate Deductible Factor: The deductible factor per Benefit Month per Covered Unit by Covered Benefit. The Aggregate Deductible Factor for each Covered Benefit is shown on the Schedule of Benefits.

Aggregate Benefit Maximum Eligible Expenses per Covered Person: The maximum amount of Eligible Expenses for any one Covered Person that will be used to calculate the Aggregate Benefit. The Aggregate Benefit Maximum Eligible Expenses per Covered Person is shown on the Schedule of Benefits

Minimum Aggregate Deductible: The minimum amount of Eligible Expenses You must pay before You become eligible for an Aggregate Benefit. The Minimum Aggregate Deductible is shown on the Schedule of Benefits.

Monthly Aggregate Deductible: The sum of the deductibles for all Covered Benefits for each Benefit Month. The deductible for each Covered Benefit is calculated by multiplying the number of Covered Units on the first day of the Benefit Month by the Aggregate Deductible Factor for each Covered Benefit. The calculation of the Monthly Aggregate Deductible is subject to the 5% Adjustment Rule.

5% Adjustment Rule: If the Monthly Aggregate Deductible decreases from one month ("Month A") to the next ("Month B"), for any reason, the Monthly Aggregate Deductible for Month B shall not be less than 95% of the Monthly Aggregate Deductible for Month A.

Aggregate Benefit

The Aggregate Benefit equals:

1. The total amount of Eligible Expenses for all Covered Persons, subject to the Aggregate Benefit Maximum Eligible Expenses per Covered Person; minus the greater of
2. The Aggregate Benefit Attachment Point; and

multiplied by the Reimbursement Percentage shown on the "Schedule of Benefits – Aggregate Benefit," if that Reimbursement Percentage is less than 100%.

The Aggregate Benefit will be calculated after the end of the Aggregate Benefit Claims Basis.

Aggregate Benefit Maximum

The Aggregate Benefit We will pay will not exceed the Aggregate Benefit Maximum shown on the Schedule of Benefits.

Section II
Benefit Provisions
SunExcel® Centers of Excellence Transplant Benefit

Introduction

This is a voluntary program. If you utilize it, you must comply with the following terms to receive a benefit under it.

This program provides a number of benefits, which include:

- Providing Covered Persons with access to Centers of Excellence Transplant Facilities;
- Reducing the Specific Benefit Deductible for a Covered Person who uses a Centers of Excellence Transplant Facility for a Transplant;
- Payment of the transplant network access fee;
- Reimbursement for travel and lodging expenses incurred by a Covered Person (and the Covered Person's parents or legal guardian(s) if a Covered Person is a minor or one companion if the Covered Person is not a minor) for the purpose of traveling to and from the Transplant, if such expenses are covered under Your Plan; and
- Reimbursement for certain expenses and deductibles paid by the Policyholder.

Definitions For the purpose of this program, the following terms shall be defined as follows:

Centers of Excellence Transplant Facility: A Transplant Facility We have contracted with as part of the SunExcel® Centers of Excellence Transplant Benefit program.

Requirements

To qualify for the Transplant Benefits, You and Your Plan must satisfy all of the following requirements:

1. Your Plan must:
 - a) Require pre-certification for Transplant related hospitalizations and outpatient Transplant procedures;
 - b) Offer a minimum Transplant benefit of \$300,000;
 - c) Treat Centers of Excellence Transplant Facilities as in-network providers; and
2. You must:
 - a) Require Your TPA and Provider Network(s) to permit Covered Persons to access SunExcel® Centers of Excellence Transplant Facilities;
 - b) Advise Your TPA or Medical Management Vendor(s) that Covered Persons may access Centers of Excellence Transplant Facilities;
 - c) Agree to waive any exclusion under Your Plan that excludes expenses relating to the acquisition of an organ for a Transplant ("organ acquisition expenses"), when organ acquisition expenses are included in the global fee negotiated with a Centers of Excellence Transplant Facility; and
 - d) Advise Your TPA or Medical Management Vendor to contact Our Stop Loss Case Management department at 1-800-432-1102 x2141 when You or they receive notice that a Covered Person may require a Transplant so that We can set up the transplant contract with the Center of Excellence Transplant Facility.

Section II
Benefit Provisions
SunExcel® Centers of Excellence Transplant Benefit

SunExcel® Centers of Excellence Transplant Benefit

If You satisfy the requirements set forth above, and a Covered Person has a Transplant performed at a Centers of Excellence Transplant Facility, We will:

1. Reduce the Specific Benefit Deductible for the Covered Person by \$XXXXXX amount for the Policy Year in which the Transplant occurs; and
2. Pay any fee required for access to the Centers of Excellence Transplant Facility.

In addition, if Your Plan provides the following benefits as Covered Benefits under the Eligible Expenses under the SunExcel® Transplant Benefit will include:

1. Up to \$5,000 for any travel and lodging expenses incurred by the Covered Person (and the Covered Person's parents or legal guardian(s) if a Covered Person is a minor or one companion if the Covered Person is not a minor) for the purpose of traveling to and from the Transplant, if such expenses are covered under Your Plan; and/or
2. Up to \$1,500 for any deductible and co-payments waived by, on behalf of, the Covered Person by Your Plan, for the year in which the Transplant occurs.

Sample

Section II
Benefit Provisions
Expenses Eligible for Reimbursement

Eligible Expenses

Eligible Expenses include any amount paid by You for Medically Necessary and Appropriate expenses incurred by a Covered Person which:

1. Have been paid in accordance with the terms of Your Plan; and
2. Were Incurred and Paid during the applicable claims basis; and
3. Are paid under a Covered Benefit shown on the Schedule of Benefits; and
4. Are not otherwise excluded under this Policy.

Alternative Care

In addition to satisfying Eligible Expenses criteria 2, 3 and 4 above, expenses related to Alternative Care may be considered Eligible Expenses when all of the following additional criteria have been satisfied and submitted to Sun Life Case Management for approval:

1. You demonstrate to Our satisfaction that providing the Alternative Care resulted in a cost savings to the Plan; and
2. The Alternative Care was recommended by case management services provided to Your Plan; and
3. The Alternative Care was Medically Necessary and Appropriate.

Off-Label Drug Use

In addition to satisfying the criteria for Eligible Expenses set forth above, expenses related to Off-Label Drug Use may be considered Eligible Expenses when all of the following additional criteria have been satisfied:

1. The drug is not excluded under Your Plan; and
2. The drug has been approved by the FDA; and
3. You can demonstrate to Our satisfaction that the Off-Label Drug Use is appropriate and generally accepted in the medical community for the condition being treated; and
4. If the drug is used for the treatment of cancer, a nationally recognized compendia as determined by Us, recognize it as an appropriate treatment and
5. The drug is not provided as part of a Phase I, II or III clinical trial as defined by the National Institute of Health, National Cancer Institute or the FDA.

Reimbursement of Certain Fees

Eligible Expenses will also include the following fees Incurred and Paid by You, when approved by Us at Our U.S. Headquarters:

1. Reasonable hourly fees for case management services provided by a registered nurse case manager retained by You or Your TPA; and
2. Fees for: (a) hospital bill audits; (b) access to non-directed provider networks; and (c) negotiating out of network bills.

Such fees shall be considered Eligible Expenses only if You can demonstrate to Us that the work that generated the fees resulted in a cost savings to the Plan. If the Plan can demonstrate such a cost savings, We will reimburse You up to 25% of the amount saved, per hospital confinement per Covered Person.

Fees charged by Your TPA or any subsidiary of Your TPA for any of these services will be considered Eligible Expenses only if prior approval has been obtained in writing from Us at Our U.S. Headquarters.

State Health Care Surcharges

If You pay a state health care surcharge in connection with the payment of Eligible Expenses, the health care surcharge shall be considered an Eligible Expenses. Penalties or fines associated with the health care surcharge or the underlying expenses will not be considered Eligible Expenses..

Section II
Benefit Provisions
Limitations and Exclusions

We will NOT reimburse You for:

1. Expenses for medical services rendered to a Covered Person by the Covered Person's family member or relative.
2. Expenses that are payable or reimbursable under any Workers' Compensation Law or similar legislation.
3. Expenses for any cosmetic Treatment as defined in Your Plan. This exclusion does not apply to expenses relating to breast reconstruction after mastectomy.
4. Expenses for any Experimental or Investigational Treatment.
5. Expenses for any transplant not included in the definition of Transplant.
6. Expenses relating to non-human organ or tissue transplants, gene therapies, xenographs or cloning.
7. Expenses for any Treatment administered outside the United States if the Covered Person traveled to the location where the Treatment was received for the purpose of obtaining the Treatment.
8. Expenses for benefits in excess of Your Plan's limits, or expenses that are excluded under Your Plan.
9. Expenses in excess of the Usual and Customary Charge.
10. Any amount paid by You in excess of a negotiated provider discount, or any penalty or late charge incurred, or any discount lost, unless previously approved in writing by Us at Our U.S. Headquarters.
11. Expenses associated with the administration of Your Plan, including, but not limited to, claim payment fees, cost containment administrative fees, pharmacy benefit manager administration fees, PPO access fees, premium functions, medical review and consultant fees, unless otherwise covered under this Policy.
12. Expenses paid by You relating to litigation concerning Your Plan, including, but not limited to, attorneys' fees, extra-contractual damages, compensatory damages and punitive damages.
13. Any portion of an expense which You are not obligated to pay under Your Plan, or which is reimbursable to You under:
 - a) Another group health benefit program; or
 - b) A government or privately supported medical research program; or
 - c) Medicare; or
 - d) Any coordination of benefits or non-duplication of benefits provision of Your Plan; or
 - e) Worker's compensation; or
 - f) Any other source.
14. Expenses incurred by a person who is employed by You at any unit, subsidiary or division of Yours that has not been underwritten by Us.
15. Expenses incurred for any illness or injury due to, or aggravated by, war or an act of war, whether declared or undeclared.
16. Expenses paid by You for any Treatment authorized or approved under any provision of Your Plan which:
 - a) Allows the plan administrator to approve alternative care or alternative treatment; or
 - b) Allows the plan administrator to alter, modify, or waive Plan provisions or limitations, or
 - c) Grants You or Your plan administrator discretion to approve coverage for Treatment not otherwise covered under Your Plan;unless the Treatment satisfies the criteria for Alternative Care set forth in Section II.

Section II
Benefit Provisions
Limitations and Exclusions

17. Expenses for any Transplant if You have a separate insurance policy that covers Transplants for Covered Persons regardless of whether the Covered Person is covered by that policy.
18. Expenses covered under a Prescription Drug Plan, unless Prescription Drug Plan coverage is a Covered Benefit on the Schedule of Benefits.
19. Expenses for Treatment of Mental Illness and Drug or Alcohol Dependence will be limited to the lesser of Your Plan's maximum benefit for such condition or the Specific Benefit Deductible.
20. Notwithstanding any other Policy provision, We will not reimburse any expense incurred by any employee, or by the employee's dependents, where the employee is a member of: (a) a division, unit, group, subsidiary, affiliate, or class of employee of the Policyholder; or (b) an association, trust, cooperative or similar organization connected with the Policyholder, that is not covered by the Plan as of the Policy Renewal Effective Date.
21. Regardless of any provision in Your Plan, if on the Policy Effective Date or Policy Renewal Effective Date, a Covered Person is not Actively At Work or a Dependent is totally disabled, is in an institution receiving medical care or Treatment, or is confined at home or elsewhere, any expenses Incurred by the Covered Person or Dependent will not be considered for Eligible Expenses under this policy. This limitation will continue for all expenses Incurred by the Covered Person until he or she is Actively at Work and for all expenses incurred by the Dependent until he or she is no longer totally disabled or is no longer in an institution receiving medical care or Treatment or confined at home or elsewhere.

For the purpose of this provision:

- a) A Covered Person is considered to be Actively At Work if he or she is:
 - i) Working at Your usual place of business or at such place or places that Your normal course of business may require;
 - ii) Performing all of the duties of his or her occupation on a full-time basis; and
 - iii) Not confined in any institution receiving care or treatment of physical or mental infirmities.If a Covered Person is not Actively At Work on the Policy Effective Date or Policy Renewal Effective Date solely because that day is not a regularly scheduled workday, the Covered Person will be deemed Actively At Work on the day.
- b) A Dependent is considered totally disabled if he or she, solely because of injury or sickness, cannot engage in substantially all of the normal activities of a person of like age and sex in good health

Section III Claim Provisions

Proof of Claim

Proof of claim must be provided to Us at Our U.S. Headquarters. Expenses for claims submitted to Us that are not submitted in accordance with the Proof of Claim provisions of this Policy are not reimbursable and shall not be considered Eligible Expenses under the Policy.

Specific Benefit

Written proof of claim, in a form and content satisfactory to Us, must be provided to Us as soon as reasonably possible after the Specific Benefit Deductible for a Covered Person has been satisfied. Proof of claim must be provided to Us no later than 12 months after the end of the Specific Benefit Claims Basis during which the claim arose.

Proof of claim for a Specific Benefit claim shall include the following:

1. A fully completed claim form;
2. A copy of the Covered Person's original enrollment record and records of any change in the Covered Person's coverage under Your Plan;
3. Copies of all bills over \$25,000 and invoices for expenses submitted for reimbursement under this Policy;
4. Proof of payment of any expenses submitted to Us for reimbursement under this Policy or a claims paid detailed report, which includes: Dates of Service, Provider Name, Provider TIN, Amount billed, Discount amount, Eligible Amount, Amount paid, Date paid, Reimbursement amount requested, Previously paid amount, ICD 9 codes and CBT Codes; and
5. Any additional information We may require to fulfill Our obligations under this Policy.

Aggregate Benefit

Written proof of claim, in a form and content satisfactory to Us, must be provided to Us as soon as reasonably possible after the end of the Aggregate Benefit Claims Basis for the Policy Year. Proof of claim must be provided to Us no later than twelve (12) months after the end of the Aggregate Benefit Claims Basis.

Proof of claim for an Aggregate Benefit claim shall include the following:

1. A complete aggregate calculation report;
2. A detailed claims history report for all Eligible Expenses Incurred and Paid during the Aggregate Benefit Claims Basis;
3. A report listing all Covered Unreimbursed Eligible for benefits under Your Plan at any time during the Aggregate Benefit Claims Basis;
4. A copy of Your Plan in effect during the Policy Year and any amendments thereto;
5. If Prescription Drug Plan coverage is included as a Covered Benefit on the Schedule of Benefits, a copy of all prescription drug invoices and an itemization thereof, including the amounts of any rebates received by You; and
6. Any additional information We may require to fulfill Our obligations under this Policy.

Appeal of a Claim Determination

You may appeal the initial claim determination made by Us under this Policy by submitting a written appeal to Us at Our U.S. Headquarters within ninety (90) days from the date of Our determination. Your appeal should state the basis of Your disagreement with Our initial claim determination and should include all documentation and information supporting Your appeal that has not been previously provided to Us. Once you receive a determination from Us regarding Your appeal, You will have exhausted Your administrative remedies under this Policy.

Deferred Payments by You

You must obtain prior written approval from Us at Our U.S. Headquarters in order for any Eligible Expenses Incurred in the Policy Year, but Paid after the end of the applicable claims basis to be considered eligible for reimbursement under this Policy.

Section III
Claim Provisions

Payment of Claims

All benefits due under this Policy will be paid to You. During the Policy Year, reimbursements will be disbursed when the amount payable exceeds \$500.00. Any reimbursable amount remaining unpaid at the end of a Policy Year will be paid after the end of the Policy Year.

Sample

Section IV Your Rights and Responsibilities

Authorizations to Release Information

You are responsible for authorizing Your TPA, Plan Administrator, case manager or other third party service provider to release to Us information We request to underwrite, review potential claims, make claim determinations, calculate potential reimbursements, or perform other obligations under this Policy. If We do not receive requested information, it may result in the delay, reduction or denial of a claim.

Disclosure Requirements

This Policy has been underwritten based upon the information You provided to Us concerning all persons eligible for benefits under Your Plan on the Original Specific Benefit Effective Date and/or the Original Aggregate Benefit Effective Date (or on the effective date of any class of Covered Persons added thereafter). This includes, but is not limited to, those persons who are a special risk as defined in the Special Risk Questionnaire.

Your signature on the Application for this Policy warrants and represents to Us that:

1. You or Your authorized representative have consulted with your precertification, utilization review and Medical Management Vendors and Your TPA, or former TPA, to determine who must be disclosed as a special risk on the Special Risk Questionnaire, and
2. You have identified any person who is or may be a special risk by either listing them on the Special Risk Questionnaire or by indicating any such person on the reports listed on the Special Risk Questionnaire.

If You fail to disclose an individual as a special risk, who should have been disclosed as a special risk in accordance with the Special Risk Questionnaire, We will have the right to revise the premium rates, deductibles, deductible factors and terms and conditions of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten, retroactive to the Original Specific Benefit Effective Date and/or the Original Aggregate Benefit Effective Date.

Reporting Requirements

You are required to provide periodic reports to Us as described below. If You, or Your TPA, do not provide the reports, or do not provide them on a timely basis, We reserve the right, once we receive them, to take whatever action We could have taken if the reports had been provided when required. Such action may include, but is not limited to, the right to revise premium rates, deductibles, and deductible factors, and to do so retroactive to the Original Specific Benefit Effective Date and/or the Original Aggregate Benefit Effective Date.

Specific Benefit Reporting

You, or Your TPA, are required to provide Us with notice of any potential Specific Benefit claim within thirty-one (31) days of the date:

1. A Covered Person's Eligible Expenses exceed 50% of the Specific Benefit Deductible; or
2. You, Your TPA, or Your medical management, utilization review or precertification vendors, or any other party acting on Your behalf, are notified that a Covered Person has been diagnosed with, or treated for, a Catastrophic Diagnosis.

Aggregate Benefit Reporting

You, or Your TPA, are required to provide Us with a monthly report that lists:

1. The total amount of Eligible Expenses Incurred by any Covered Person and Paid by You, or Paid on Your behalf, during the Benefit Month; and
2. The number of each type of Covered Unit on the first day of the Benefit Month.

You must provide the Aggregate Benefit report to Us within thirty-one (31) days after the end of each Benefit Month.

Section IV

Your Rights and Responsibilities

Renewal Reporting

If You intend to renew this Policy, then three months prior to the end of the Policy Year, You, or Your TPA, are required to provide Us with a report that includes the following information:

1. Monthly Paid claims and enrollment data, organized by Covered Benefit;
2. Large claim information, including amount, diagnosis and prognosis, and any Covered Person who has been diagnosed with a Catastrophic Diagnosis;
3. A census of all Covered Persons;
4. A summary of the number of Covered Persons by workplace zip code, if this Policy covers Employees at multiple locations;
5. A summary report of pre-certification, utilization review and case management services;
6. A summary report of Your Provider Network(s) or per diem arrangements, setting forth the average hospital discount or per diem charge per day;]
7. A copy of changes adopted by or proposed for Your Plan.

Plan Changes

You must notify Us in writing at Our U. S. Headquarters at least thirty-one (31) days before the effective date of any change in, or to:

1. Your Plan;
2. Your TPA;
3. Your Provider Networks; or
4. Your Medical Management Vendors.

Our prior written agreement is required before the coverage under this Policy will apply to any such change. Otherwise, benefits under this Policy will be paid based upon the terms of Your Plan, as it existed prior to any such change. We reserve the right to terminate this Policy as of the effective date of any change in or to Your Plan, Your TPA, Your Provider Network, or Your Medical Management Vendor.

Notice of Legal Action

You agree to give Us prompt notice of (a) any event that might result in a lawsuit relating to this Policy; or (b) any lawsuit involving this Policy, and to promptly provide Us with copies of any correspondence and pleadings relating to any such event or lawsuit.

Hold Harmless

You agree to defend, indemnify and hold Us harmless from and against any and all claims, demands and causes of action of every kind, relating to any litigation, that We, without Our fault, become involved with that relates to this Policy or Your Plan. You shall pay any and all attorneys' fees, costs, expenses, and damages (including compensatory, exemplary or punitive damages) incurred by Us, or payable by Us, in connection with any such litigation.

This Hold Harmless provision shall not apply to litigation solely between You and Us relating to this Policy.

Refund of Overpayment

If We, You, or Your TPA determine that We have overpaid You under this Policy, You will promptly refund such overpayment to Us within 60 days of such a determination. If We are required to take legal action to collect such overpayment, You agree to indemnify Us for any costs of collection, including, but not limited to, attorneys' fees and court costs.

Responsibility for Your TPA

You are solely responsible for the actions of Your Plan Administrator, Your TPA and any other agent of Yours. Your TPA acts on Your behalf, not on Our behalf. Your TPA is not Our agent. We are not responsible for any compensation owed to, or claimed by, Your TPA or other agents for services provided to, or on behalf of, Your Plan. This Policy does not make Us a party to any agreement between You and Your TPA, nor does it make Your TPA a party to this Policy.

Section IV
Your Rights and Responsibilities

Right of Recovery

You must pursue all valid claims including, but not necessarily limited to, claims for restitution, constructive trust, equitable lien, breach of contract, injunction, and any other state or federal law claims You or Your Plan may have against any third party responsible, in whole or in part, for any Eligible Expenses Paid by You. You must immediately advise Us of any amount You recover from them. We reserve the right to pursue any and all such claims not pursued by You, and You agree to assign such claims to Us upon Our request

Sample

Section V

Our Rights and Responsibilities

Audit

We have the right to inspect and audit any and all of Your records and procedures, and those of Your TPA and any other party, that relate to any claim made by You under this Policy. We have the right to require documentation from You that demonstrates You paid an Eligible Expense and that the payment was made in accordance with the terms of Your Plan. We reserve the right to employ a third party, at Our expense, to assist Us with any audit function.

Determination of Eligible Expenses

For the purpose of determining Eligible Expenses under this Policy, We have the right to determine whether an expense was Paid by You in accordance with the terms of Your Plan.

Cost Containment

We have the right to retain the services of a Medical Management Vendor, or other service providers at Our expense, to (a) assist Us with cost containment with respect to claims under Your Plan; or (b) provide services to You, Your Plan, or Your Plan Participants to reduce cost, risk or expenses under Your Plan. We may also cause a Medical Management Vendor or other service provider, with whom we may have negotiated a set or discounted rate, to contact You if, in Our determination, the Medical Management Vendor or other service provider provides a service that may allow You or Your Plan to reduce your risk, costs and expenses.

Confidentiality

We will protect the privacy and confidentiality of all personally identifiable medical information provided to Us in the course of underwriting or administering this Policy in accordance with Our policies and applicable state and federal laws.

Recoupment

We have the right to recoup from any benefit payable to You under this Policy any premium You owe to Us that has not been paid. Our right of recoupment does not impair Our right to terminate this Policy for non-payment of premium under the Termination Provisions of this Policy.

Right to Recalculate

We have the right to recalculate any Specific Benefit Premium Rate, Specific Benefit Deductible, Aggregating Specific Deductible, Aggregating Benefit Premium Rate, Aggregate Deductible Factor or Minimum Aggregate Deductible with respect to this Policy Year whenever any one or more of the following events occur:

1. Your Plan changes;
2. You change Your Plan, Your Provider Network(s), or Medical Management Vendor(s);
3. This Policy is amended;
4. The number of Covered Units on the first day of a Benefit Month increases or decreases by more than 15% from the number of Covered Units on the first day of the Policy Year;
5. The number of Covered Units on the first day of a Benefit Month increases or decreases by more than 10% from the first day of the prior Benefit Month;
6. A unit, division, subsidiary, or affiliated company of Yours is added to, or deleted from, this Policy;
7. The amount of Eligible Expenses paid in any one of the three (3) months immediately preceding the Policy Effective Date (the "three month period") exceeds 125% of the monthly average of Eligible Expenses Incurred during the nine (9) months immediately preceding the three month period; or
8. There are changes in You, or Your TPA's, claim paying system or payment practices that causes a variation of fifteen (15) days or more in the most recent twelve (12) month average of claim processing time.

Any right to recalculate exercised under this section may be made retroactive to the Policy Effective Date at Our election. Any recalculation will be made in accordance with Our underwriting practices in effect at the time the Policy was underwritten. The right to recalculate shall survive the termination of this Policy.

Section V
Our Rights and Responsibilities

Right of Reimbursement

Any portion of an Eligible Expense which You recover from a third party:

1. Is not eligible for reimbursement under this Policy; and
2. Cannot be used to satisfy any deductible or attachment point under this Policy; and
3. Must be repaid to Us if We previously reimbursed You for it.

Any repayment amount You owe Us may be reduced, with Our consent, by any reasonable and necessary expenses You incurred in obtaining the recovery from the third party. Any repayment amount You owe to Us shall survive the termination of this Policy

Sample

Section VI General Provisions

Assignment

Your interest in this Policy cannot be assigned.

Bankruptcy or Insolvency

The bankruptcy, insolvency, dissolution, receivership or liquidation of You, Your Plan or Your TPA will not impose upon Us any obligations other than those set forth in this Policy.

Clerical Error

In the event of a clerical error in this Policy, the Policy will be revised to correct the error. Your failure to:

1. Report the existence of a Covered Person; or
2. File proof of claim in a timely manner; or
3. Comply with the reporting requirements of this Policy;

shall not constitute clerical error.

Entire Contract

This Policy, along with any Attachments, Riders, Endorsements, Addenda or Amendments, and the Application completed by You constitutes the entire contract of insurance between us.

Legal Action

You may not bring a legal action against Us to recover on this Policy earlier than sixty (60) days after You have furnished Us with proof of claim in accordance with the Proof of Claim provisions of this Policy. You may not bring any legal action against Us to recover on this Policy after three (3) years from the time proof of claim is required under this Policy.

Misrepresentation

If:

1. You make any misstatement, omission or misrepresentation, whether intentional or unintentional, in the information or documentation You, Your TPA or any other party acting on Your behalf, provide to Us, and which We rely upon during the underwriting of this Policy; or
2. After this Policy is issued, We learn of expenses or claims that were incurred or paid, but not reported to Us, during the underwriting of this Policy;

We have the right, at Our discretion, to rescind this Policy or to revise the premium rates, deductibles, and terms and conditions of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten. Any such revisions may be made retroactive to the Policy Effective Date.

No ERISA Liability

Under no circumstance will We accept responsibility as a "Plan Administrator" or be deemed a "plan fiduciary" with respect to your Plan under the Employee Retirement Income Security Act of 1974, as amended.

Non-Participating Policy

This Policy is non-participating and does not share in Our surplus earnings.

Policy Amendment

No change in this Policy, or waiver of any of its provisions, will be valid unless such change or waiver is in writing and agreed to by Us at Our U.S. Headquarters and made a part of this Policy. No agent, broker, TPA, or managing general underwriter has authority to change this Policy or waive any of its provisions.

Section VI General Provisions

Policy Renewal

This Policy may be renewed unless it has been terminated or is subject to termination in accordance with the Termination Provisions of this Policy. Policy changes for any renewal policy will appear on a revised Schedule of Benefits and/or a Policy amendment. Your payment of the renewal premium after receipt of the revised Schedule of Benefits and/or Policy amendment constitutes acceptance of the renewal policy by You.

No New Special Conditions Rider at Renewal

We guarantee that if You renew Your Policy with Us, Your renewal stop loss policy will not contain a new or revised Special Conditions Rider, provided that:

1. Your Plan contains no changes that materially affect or alter the risk presented by Your current Policy;
2. Your renewal stop loss policy contains no material changes from Your present Policy; and
3. A new unit, division, subsidiary, affiliated company or class of covered people is not added to this Policy.

We reserve the right to carry over to the renewal stop loss policy any Special Conditions Rider that is part of Your current Policy.

We, in our sole discretion, shall determine whether any of the changes referenced in sections 1 through 3 above are material. If We determine that any change is material, this provision shall be of no force and effect.

Special Conditions Rider at Renewal

If You renew Your Policy with Us, Your renewal stop loss policy may contain a new or revised Special Conditions Rider.

Renewal Rate Increase Cap

If You renew Your Policy with Us, We guarantee that the Specific Benefit Premium Rate on Your renewal stop loss policy will not be increased more than 50% over the Specific Benefit Premium Rate shown on the Schedule of Benefits, provided that:

1. Your Plan contains no changes that materially affect or alter the risk presented by Your current Policy;
2. Your renewal stop loss policy contains no material changes from Your present Policy; including, but not limited to, changes to (a) the length of the Policy Year; (b) Covered Benefits; (c) coverage for Retirees; (d) the Specific Benefit Deductible; (e) the Claims Basis; (f) the Specific Benefit Lifetime Maximum or Annual Maximum Eligible Expenses; (g) the Specific Benefit Reimbursement Percentage; (h) the commission payable; (i) Your TPA; or (j) Provider Networks;
3. There are no material changes in the demographic distribution of the group covered by Your current Policy versus the group covered by the renewal stop loss policy; and
4. A new unit, division, subsidiary, affiliated company or class of covered people is not added to this Policy.
5. There is no charge in any assessment levied against Us by the state in which this Policy was issued.

We, in our sole discretion, shall determine whether any of the changes referenced in sections 1 through 3 above are material. If We determine that any change is material, we shall adjust the Renewal Rate Increase Cap accordingly.

Section VI General Provisions

Premium Provisions

Premium Payments

Premium is due on or before the Premium Due Date.

Grace Period

A grace period of forty-five (45) days will be allowed for the payment of each premium due after the first premium has been paid. This Policy will continue in force during the grace period. If a premium is not paid by the end of the Grace Period, this Policy will terminate, without notice to You, as of the last date for which premium was paid.

Premium Data

You must provide a report to Us with each premium payment, in a form satisfactory to Us, that lists:

1. The number of each type of Covered Unit, for each Covered Benefit, under Your Plan on the first day of the Benefit Month; and
2. The amount of premium paid.

We use such premium data reports solely to process premium. They do not replace any report required, or which may be required, under Section IV of this Policy.

Severability

In the event that a court of competent jurisdiction invalidates any provision of this Policy, all remaining provisions of the Policy shall continue in full force and effect.

Termination Provisions

1. If You fail to pay the premium, this Policy will terminate in accordance with the Premium Provision of this Policy;
2. If Your Plan is terminated, this Policy will terminate on the date the Plan terminated; or
3. If You fail to maintain a minimum of 35 participants in Your Plan at any time during the Policy Year, We may elect to terminate this Policy at the end of the first month during which there are less than 35 participants.
4. This Policy will terminate at the end of the Policy Year unless agreed by You and Us to renew.
5. If You, or Your TP, fail to satisfy any of Your obligations under this Policy, We may terminate this Policy by giving You sixty (60) days advance written notice.
6. We may terminate this Policy at the end of the Policy Year by providing you 31 days advanced written notice.
7. You may terminate this Policy at any time by providing Us with 31 days advance written notice at Our U.S. Headquarters.

The parties to this Policy may agree in writing to terminate it at any time.

Reinstatement

If this Policy is terminated for non-payment of premium, We may, at Our sole discretion, agree to reinstate it as of the date it terminated upon payment of all outstanding premiums. We may require You to provide certain information to Us before We will consider reinstating the Policy.

Time Limitations

If any time limitation in this Policy is less than that permitted by the law of the state in which the Application was taken, the limitation is hereby extended to the minimum period permitted by the law.

Sun Life Assurance Company of Canada

POLICY ENDORSEMENT

This endorsement is part of the Policy to which it attaches and is effective on XXXXXXXX , XXXX. It is part of, and subject to, the other terms and conditions of the Policy. If the terms of this endorsement and the Policy conflict, then this endorsement's provisions will control.

If We determine that:

- (a) You have paid expenses incurred by a Covered Person in accordance with the terms of Your Plan; and
- (b) the expenses were incurred and paid during the applicable Claims Basis; and
- (c) the expenses are paid under a Covered Benefit as shown on the Schedule of Benefits,

then the expenses paid by You shall be considered Eligible Expenses unless they are barred by *Limitations and Exclusions* 8, 10, 11, 12, 14, 15, 17, and 20 as stated in the Policy.



Dean A. Connor
President and Chief Executive Officer

Sample



Employee Benefits Group – SC 4399
One Sun Life Park
Wellesley Hills, MA 02481

April 2, 2015

Sun Life Assurance Company of Canada is engaged in litigation arising in the ordinary course of business, none of which is expected to have a material adverse effect on its financial position.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

1. Solicitation identified: These specifications apply to the following procurement:
stop loss insurance for employee and retiree health and pharmacy programs
Purchasing Office Solicitation No.: 2015-026
2. Notice to Bidders publication date: **March 19, 2015**
3. Solicitation release date: **March 20, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **March 26, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **April 2, 2015, 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 24, 2015**
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: **May 12, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to provide stop loss insurance for employee and retiree health and pharmacy programs as specified below for the City of Franklin Human Resources Department. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

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

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- d. 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.
- e. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- f. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- g. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- h. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

- i. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
 - j. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
 - k. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
11. Detailed specifications: Please note:
- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
 - Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
 - Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
 - Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
 - Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

- 11.1. C **General.**
- 11.1.1. C The City of Franklin is seeking bids from qualified licensed insurance carriers only for stop loss insurance coverage for its employee and retiree health and pharmacy programs.
- 11.1.2. C The City intends to select one stop loss carrier as a result of this procurement solicitation.
- 11.1.3. C Bidders must be represented directly. Participation by brokers or commissioned agents will not be allowed during the bid process or during the term of award.
- 11.1.4. C If the bid is being submitted in conjunction with a Managing General Underwriter (MGU), then the term "bid" refers to both the Insurance Carrier and the MGU.
- 11.1.5. C Bids must be exclusive of commissions or fees. The City will not pay commissions or fees to any entity in association with its stop loss coverage.
- 11.1.6. C Term of award. The services to be rendered pursuant to this procurement solicitation are to be offered for a term of award of one (1) year, effective July 1, 2015.
- 11.1.7. C Early termination / cancellation. The contract may be terminated by the City with at least thirty (30) days' prior written notice of termination. The contract may be terminated by the bidder only for the City's failure to pay after 60 days have passed from written notification to the City of failure to pay.
- 11.1.8. C Options to extend term of award. At any time after commencement but before or as soon as practicable after the expiration of the term of award, the City and the vendor may exercise an option to extend the term of award up to four (4) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by 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, except with respect to pricing which shall be negotiated in advance of the optional term of extension commencement; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

11.1.9. Insurance requirements:

- 11.1.9.1.** _____ Before award of the procurement by the City, any MGU participating in the bid submitted by the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Professional Liability	\$1,000,000 Combined Single Limit	Certificate Holder only

- 11.1.9.2.** _____ If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the MGU shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

- 11.1.9.3.** _____ In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the MGU shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

- 11.1.9.4.** _____ The MGU agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

- 11.2. C **Minimum qualifications of bidders.** The successful bidder shall possess and demonstrate the following minimum competencies, experience and other qualifications:
- 11.2.1. C A history of successfully providing Stop Loss Coverage to groups of a similar size.
- 11.2.2. C Financial strength (as reflected by standardized ratings and insurance coverage).
- 11.2.3. C Experience (as reflected by references and industry reputation).
- 11.2.4. C Adherence to legal obligations (as measured by litigation history and regulatory agencies).
- 11.3. C **About the entity to be insured.**
- 11.3.1. C The City's health plan is self-funded and administered by Blue Cross Blue Shield of Tennessee, using the Blue Cross Blue Shield of Tennessee Network P.
- 11.3.2. C The estimated July 1, 2015 projected enrollment of employees receiving benefits under the City's health plan is 220 in single coverage and 430 in family coverage.
- 11.3.3. C The following appendices to Purchasing Office Solicitation No. 2015-026 are available upon request made to the City of Franklin Purchasing Office (purchasing@franklintn.gov; 615-550-6692):
- Appendix No. 1: Census (in Excel format)
 - Appendix No. 2: Claims Experience
 - Appendix No. 3: High Claimant Reports
 - Appendix No. 4: Current Summary Plan Descriptions
 - Appendix No. 5: Current Rates and Aggregate Factors
- 11.4. C **Other provisions.**
- 11.4.1. C Bidders must accept all individuals who are covered under the City's self-funded health plan on the day prior to the effective date of the stop loss contract between the successful bidder and the City, including individuals covered through the Consolidated Omnibus Reconciliation Act of 1986 (COBRA) and retirees.
- 11.4.2. C Bidders must agree to work with the City's third party administrator and its claims processing systems for the purposes of processing claims under the stop loss contract.
- 11.4.3. C Bidders must be willing to waive actively-at-work provisions.
- 11.4.4. C Rates should be stated on a two-tier basis on the Bid Submittal Form.
- 11.4.5. C Bidders shall be approved by the appropriate regulatory authorities in the State of Tennessee to provide the services herein described.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-026

- 11.5. C **Minimum stop loss coverage.** Bidders must meet or exceed the minimum coverage requirements described below. Bidders are to identify where coverage exceeds the minimum requirements.
- 11.5.1. C Type of coverage. The City currently carries specific stop loss insurance for medical and prescription drug claims. The current specific individual deductible is \$225,000. We are requesting bidders quote an individual specific deductible of \$225,000 and \$250,000. Specific coverage must include advance funding of specific claims. The coverage must include all medical and prescription drug claims.
- 11.5.2. C Lifetime maximum. Bidders must quote an unlimited lifetime maximum per covered individual.
- 11.5.3. C Contract basis. The City currently has a 48/12 contract for specific coverage. Bidders must quote at least a 24/12 contract basis for specific stop loss insurance, and must indicate the bid contract basis on the Bid Submittal Form.
- 11.5.4. C No new laser (higher individual specific deductible) at renewal with rate cap. Bids should include options that guarantee no new lasers (higher individual specific deductibles) at July 1, 2016 optional renewal, and also guarantee that specific stop loss rates will not increase more than a specified percentage at July 1, 2016 optional renewal. Bidders must indicate on the Bid Submittal Form what the maximum rate increase at July 1, 2016 optional renewal could be (as a percentage of quoted rates).
- 11.5.5. C Eligible claim expenses. Eligible claim expenses under the stop loss policy must follow the covered underlying plan. Any exclusions must be disclosed.
- 11.6. C **Additional variables.**
- 11.6.1. C In addition to the \$250,000 specific individual deductible, the City would also like to consider the coverage variables described below. For bid evaluation purposes, the total value of each bid combination of coverage variables will be calculated by multiplying the bid rates by the respective projected population at July 1, 2015. The City reserves the right to choose whichever combination of coverage variables it deems to be in its best interests.
- 11.6.2. C Aggregating specific deductible. The City would like to consider aggregating specific deductible options. Bidders shall quote aggregating specific deductibles of \$100,000, \$125,000, and \$150,000.
- 11.6.3. C Laser. The City would like to consider allowing new laser (higher individual specific deductible) at July 1, 2016 optional renewal.

City of Franklin Specifications
Purchasing Office Solicitation No.: 2015-026

- 11.7. C **Other information requested.**
- 11.7.1. C On the Bid Submittal Form, provide the full name and address of your organization as well as any branch offices that will be responsible for performing the services pursuant to this procurement solicitation.
- 11.7.2. C Provide a copy of your Tennessee license.
- 11.7.3. C A sample of the bidder's contract is required as part of the bid submittal.
- 11.7.4. C On the Bid Submittal Form, indicate your financial performance rating from A.M. Best and Standard and Poor's. Bidders shall hold at least an "A" rating or better at the time of bid submission with A.M. Best in order to submit a bid.
- 11.7.5. C On the Bid Submittal Form, indicate the number of years the company has been in business, the number of stop loss contracts in force, and the percentage of stop loss contracts that are with employers in the public sector.
- 11.7.6. C Direct contracts with stop loss carriers are preferred, but bids submitted in conjunction with an MGU will be considered. If the bid is submitted in conjunction with an MGU, the following questions must be answered on the Bid Submittal Form:
- 11.7.6.1. Does the MGU have claims paying authority? If so, to what extent?
- 11.7.6.2. Does the MGU assume any risk for the insurance carrier? If yes, how much?
- 11.7.7. C Bidders must disclose all lawsuits regarding the type of coverage being quoted within the past three years, whether anticipated, pending or concluded, to which the bidder has been a party. Include court name, location, and case number of pending and disposed lawsuits. For completed lawsuits, describe the outcome of the litigation. Bidders must also disclose any court orders issued by a court of competent jurisdiction against the bidder, as well as any settlements or agreements entered into as a result of litigation. The amount of any confidential settlement need not be disclosed but the fact of any such settlement must be disclosed.
- 11.7.8. C Bidders must disclose any other names or former names under which they have operated.
- 11.7.9. C Upon request, bidders may be asked to furnish its most recent financial statements showing bidder's financial condition as well as any subsidiary statements or explanations that the City may request.

References of In-force Policies with Sun Life

Hamilton County Government

Policy holder name: Alecia Poe

Email: Apoe@HamiltonTn.gov

Phone No. 423-209-6136

Address:

117 East 7th Street
Chattanooga, TN 37102

City of Asheville

Policy holder name: Ashley Lategan

Email: alategan@ashevillenc.gov

Phone No. 828-259-5489

Address:

70 Court Plaza
PO BOX 7148
Asheville NC 288027

City of Greer

Policy holder name: Alicia A. Williamson

Email: Awilliamson@cityofgreer.org

Phone No. 864-848-2174

Address:

301 E Poinsett Street
Greer, SC 296513

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015_026

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:

Sun Life Assurance

Lisa Hemstead

3819 Dartmouth Ave

Nashville, TN 37215

lisa.hemstead@sunlife.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Affidavit of Non-Collusion

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

State of Tennessee)
County of Davidson) SS

Affiant, Lisa Hemstead, 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)
Sun Life Assurance Company of Canada
(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.

Lisa Hemstead
(signature of Affiant)

Sr. Stop Loss Specialist
(title of Affiant)

Sworn and subscribed to before me this 2nd day of April, 2015

Jeffrey A. Lutz
(Notary Public)

My Commission Expires: 3/6/2018

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015_026)

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 Davidson) SS

Affiant, Lisa Hemstead, 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)
Sun Life Assurance Company of Canada
(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.

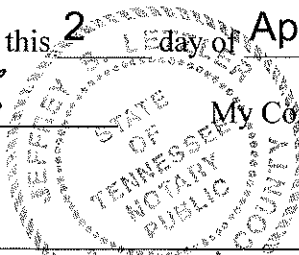
Lisa Hemstead
(signature of Affiant)

Sr. Stop Loss Specialist
(title of Affiant)

Sworn and subscribed to before me this 2 day of April, 2015

Jeffrey A. Leiby
(Notary Public)

My Commission Expires: 3/6/2018



**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0106)

Attachment No. 3

Indemnification Agreement

Tabulation of Bids*

Purchasing Office Solicitation No.:	2015-029 (supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station)						
Notice to Bidders published in the Williamson Herald on:	3/26/15						
Number of vendors that were notified of / that responded to this solicitation for bids:	7 / 3						
Date and time bids due and publicly opened:	4/14/15 2:00 PM						
Present at opening of bids:	Gary Williams of Scott Equipment Company; Brad Wilson of the City of Franklin Facilities Maintenance Department; Jack Tucker, Doug Pratt, Jr. and Becky Caldwell of the City of Franklin SES Department; and Dee Settle, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation will be considered:	5/12/15						
Bids received from:	Bid No.:	Make and Model:	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total bid price for two units supplied, delivered and installed:	Payment terms:	Estimated time of completion after receipt of order:	Bid and bid pricing is valid through:
Builtrite Manufacturing 530 Recycle Center Drive Two Harbors, MN 55616 Wesley Jones, Regional Sales Manager 218/343-4433 wes@builtritehandlers.com	1 of 2	Builtrite m/n 1010-SE stationary electric material handler (self contained)	No / 2 (cylinder warranty; pedestal boom configuration)	\$307,912.00	Net 30 days	120-150 days	07/10/15
	2 of 2	Builtrite m/n 2100-SE stationary electric material handler (self contained)	No / 4 (cylinder warranty; pedestal boom configuration; load sense hose; electric control panel attributes)	\$396,882.00	Net 30 days	120-150 days	07/10/15
Heavy Machines Inc. 3926 E. Raines Rd. Memphis, TN 38118 Chris Frazier, Sales Coordination Mgr. 901/260-2232 cfrazier@HeavymachinesInc.com	1 of 1	Rotobec Horizon SM-X Loader	No / 5 (pedestal boom configuration; anchoring of equipment; equipment finish coatings; hydraulic hoses configuration; hydraulic power unit attributes)	\$304,000.00	Net 30 days	63 days	05/31/15
Scott Equipment Company 1231 Bridgestone Pkwy. LaVergne, TN 37086 Gary Williams, Sales Representative 615/767-0900 gwilliams@scottcompanies.com	1 of 1	Allied m/n 2015 waste transfer system	Bidder takes no exceptions	\$345,600.00	Net 30 days	90-120 days	06/30/15

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0107)

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

1. CITY issued (a) on March 27, 2015 Purchasing Office Solicitation No. 2015-029, a procurement solicitation for bids for supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station, (b) on April 1, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2015-029, and (c) on April 9, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2015-029 (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated April 8, 2015 ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's insurance requirements as follows:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as <u>Additional Insured with attachment</u> of the Additional Insured endorsement for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only

4. If and when insurance coverage documented by Certificate(s) of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate(s) of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0107)

or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.

6. 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.
7. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
8. CITY awarded on May 12, 2015 and now desires to retain VENDOR to supply, deliver and install two (2) new pad-mounted pedestal transfer boom systems, namely the Allied model 2015 waste transfer system, at the City's solid waste transfer station for the total lump-sum amount of \$345,600.00, pursuant to SOLICITATION and SUBMITTAL.
9. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0107)

Attachment No. 1

SOLICITATION

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written bids in the City's Purchasing Office, City Hall, Suite 107, 109 Third Avenue South, Franklin, TN 37064, until 2:00 p.m. Central Time on April 9, 2015, at which time and location they will be publicly opened, for the following procurement: supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station (Purchasing Office Solicitation No. 2015-029). Bids must be prepared and submitted in accordance with the City of Franklin's specifications and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<http://www.franklinton.gov/>) or by contacting the City of Franklin Purchasing Office (purchasing@franklinton.gov; 615/550-6692). The City reserves the right to reject any and all bids, and to waive formalities.

{text below this line not to be published}

DATE OF PUBLICATION OF THIS NOTICE TO BIDDERS: March 26, 2015

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-029

1. Solicitation identified: These instructions apply to the following procurement:
supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station
Purchasing Office Solicitation No.: 2015-029
2. Solicitation packet component documents: These Instructions for Bidders accompany the following documents which, in total, represent the complete solicitation packet:
 - a. Notice to Bidders;
 - b. City of Franklin Instructions for Bidders (this document);
 - c. City of Franklin Specifications;
 - d. City of Franklin Bid Submittal Form;
 - e. City of Franklin Affidavit of Non-Collusion;
 - f. City of Franklin Affidavit of Title VI Compliance;
 - g. City of Franklin Standard Procurement Terms and Conditions;
 - h. City of Franklin Procurement Agreement form;
 - i. City of Franklin Indemnification Agreement;
 - j. City of Franklin Affidavit of Drug-Free Workplace; and
 - k. for any construction project, the City of Franklin Affidavit of License Certificate.
3. Location of bid opening: Bid opening will be held in the City of Franklin Purchasing Office (see address below, under "Delivery of bids"), or at another location within the City of Franklin City Hall. If the location of the bid opening is other than at the Purchasing Office, such location shall be posted on the front door of the Purchasing Office at least five (5) minutes before the appointed time of bid opening.
4. Who may attend bid openings: City of Franklin bid openings are open to the public. Bidders are specifically welcome to attend.
5. Withdrawal of bids; expiration of submittal validity (see also "Errors and omissions" below):
 - a. Before the bid submittal deadline, submitted bids may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn bids may be returned unopened to the submitting party but only at the submitting party's expense. Such a request to withdraw a bid and such a request to return a withdrawn bid must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the bid submittal deadline, and may be submitted via either e-mail (purchasing@franklintn.gov) or fax (615/550-0079).
 - b. After the bid submittal deadline, submitted bids may not be withdrawn.
 - c. Before award, all bids and associated pricing as submitted shall be considered valid and may be accepted by the City at least through **May 31, 2015** and until the date indicated on the bidder's Bid Submittal Form as the "last date that bid and associated pricing is valid and may be accepted by the City."
 - d. After award, the accepted bid and associated pricing shall be considered valid until the specified equipment has been supplied, delivered and installed to the satisfaction of the City of Franklin.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-029

6. Submittal timing: Bids are to be delivered no earlier than five (5) City of Franklin business days before the submittal deadline. Bids delivered either more than five (5) City of Franklin business days before the submittal deadline or at any time after the submittal deadline shall be rejected and not evaluated.
7. Bids rejected on account of timing: Submitters of bids rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Bids rejected on account of timing may be retrieved by the submitter at the submitter's expense. The City shall promptly cause to be destroyed and discarded any and all bids rejected on account of timing and not retrieved by the submitter within five (5) City of Franklin business days of the submitter being notified of the rejection.
8. Bid to be sealed: Each bid shall be submitted inside one (1) or more sealed container(s).
9. Submittal to include one (1) set of original bid documents plus two (2) complete duplicate sets plus one (1) complete digital copy: Please submit one (1) set of bid documents on paper with original signatures plus two (2) complete duplicate sets also on paper plus one (1) exact and complete digital copy. The contents of the duplicate sets shall contain no more and no less than, and shall be in the same order as, the contents of the bid documents with original signatures. The digital copy shall be loaded on either a CD or a flash drive that itself is labeled with the bidder's name. The digital copy shall be submitted along with the bid documents on paper. The contents of the digital copy shall contain no more and no less than, and shall be in the same order as, the contents of the bid documents on paper, including signatures, and shall consist of one (preferably) or more text-searchable, non-password-protected files in Portable Document Format (PDF).
10. Construction projects:
 - a. If the project for which these Instructions for Bidders have been prepared involves construction by a "contractor" (as the term is defined in the State of Tennessee Contractors Licensing Act of 1994, as amended) and thereby is subject to the provisions of TCA §62-6-101, et. seq., then it is necessary for the bidder to provide evidence of a contractor's license in the appropriate license classification before such bidder's bid may be considered by the City. For the City of Franklin, such evidence shall be a fully executed Affidavit of License Certificate with a photocopy of the bidder's certificate of license attached thereto.
 - b. If the bid is for a construction project and if the bid price is in an amount not less than \$25,000, then the outside of the container(s) shall be labeled by the bidder with the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-029

11. Bid submittal contents: Included with the bid are to be the following components:
- City of Franklin Bid Submittal Form, executed in full;
 - Detailed vendor-supplied description of bid products and services;
 - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;
 - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;
 - Vendor-supplied contact information for minimum of three references (see below);
 - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
 - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;
 - City of Franklin Affidavit of Non-Collusion, executed in full;
 - City of Franklin Affidavit of Title VI Compliance, executed in full;
 - if bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full;
 - if the bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and
 - a complete digital copy and two (2) complete duplicate sets of submitted bid documents per these Instructions for Bidders.
12. Bid container label: The outside face of the bid container(s) must be labeled with the following information:
- the bidder's name and address;
 - if the enclosed bid is for a construction project and if the amount of the enclosed bid price is not less than \$25,000, then the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any; and
 - the following text:

SEALED BID
City of Franklin solicitation no.
2015-029
(solid waste transfer station pedestal
transfer boom systems)
NOT TO BE OPENED EXCEPT AT
BID OPENING April 9, 2015, 2:00
p.m. Central Time

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-029

13. Delivery of bids:

- a. Bids are to be addressed and delivered to:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064

- b. Bids must be printed on paper and signed. A bid may be mailed via U.S. Mail or shipped or hand-delivered via courier. Bids submitted to the City electronically (e.g., via e-mail or fax) are not permitted and shall be rejected.
- c. A bid is not considered delivered unless and until it has been received by the City of Franklin Purchasing Office at the physical location listed above. A bid that is en route via U.S. Mail or courier, or delivery of a bid to another City office or location, does not in and of itself constitute delivery of that bid to the City of Franklin Purchasing Office.
- d. The Purchasing Office shall exclusively determine whether a bid was received before the submittal deadline, and shall use the most accurate time piece available in its office as an aide to doing so.

14. Reference request: Bidders shall provide three references for similar services provided within the last twelve months. Information to be provided shall include: customer/client name, customer/client address, description of services provided, contact name and title, and contact telephone number. If the City of Franklin is a recent customer/client of the bidder, then add the City of Franklin to the list of three references as a fourth reference.

15. Selection criteria: Selection of the lowest and best responsive and responsible bid shall be based upon a combination of some or all of the following factors: the quoted purchase costs and/or life-cycle costs to the City of bids that are responsive to the solicitation; compliance with the City's instructions, specifications and standard procurement terms and conditions; any terms and conditions stated by the bidder in the bid; anticipated timeliness of delivery of the bid item(s); the character, integrity and reputation of the bidder; the results of any reference checks; and any prior experience of the City of Franklin with the bidder and/or the bid item(s) and/or any component thereof.

16. Bid tabulation; notice of intent to award: The tabulation of bids received, as prepared by the City, may also indicate a recommendation as to the selection of the lowest and best responsive and responsible bid, in which case the tabulation of bids received also functions as the City's notice of intent to award. Bidders may request a copy of the tabulation of bids received by contacting the City's Purchasing Office (see contact information below) at any time on or after the tentative date of release of the City's tabulation of bids received and notice of intent to award (see Specifications).

17. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Specifications for tentative date of award. Purchases shall be awarded to the bidder who submits the lowest and best responsive and responsible bid. The awards shall be memorialized in writing, using the City's Procurement Agreement form.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-029

18. Other documents to be required of successful bidder: Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide the following documents:
- Vendor-supplied agreement or contract, if any, by and between the City and the bidder to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
 - City of Franklin Indemnification Agreement, executed in full;
 - Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
 - City of Franklin Procurement Agreement, executed for the vendor; and
 - If the vendor prefers to be paid by direct deposit (such as "ACH" or "Electronic Funds Transfer") as opposed to credit card, and if the vendor has not been paid by the City by means of direct deposit within the last two (2) years, then the vendor shall submit a completed City's Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
19. City's right to reject bids, waive formalities: The City of Franklin reserves the right to reject any and all bids, and to waive formalities.
20. Errors and omissions (see also "Withdrawal of bids; expiration of submittal validity" above):
- Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder before submittal shall be corrected by the bidder. If such a correction results in altering but not replacing one or more documents, then the bidder's representative shall initial each such correction in non-erasable ink.
 - Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder after submittal but before the bid submittal deadline may be corrected by the bidder but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled "SEALED AMENDED BID" and shall otherwise be submitted pursuant to the same instructions above as for the submittal of the original bid documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the bid submittal deadline.
 - Uncorrected errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the bidder may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal. In the case of a discrepancy between the bidder's unit price for a particular line item as quoted in the bid and the unit price calculated by dividing the bidder's extension price for that same line item by the quantity indicated for that same line item, then the bidder's unit price for that line item as quoted in the bid shall prevail.
 - Omissions from a bidder's submittal packet shall be considered on a case-by-case basis by the City. Omissions may be deemed by the City to be so severe as to make the bid

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-029

non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal.

21. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office (see address above)

purchasing@franklintn.gov

Tel: 615/550-6692

Fax: 615/550-0079

Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.

Addenda to this procurement solicitation may be issued. Before submitting its response, it is the responsibility of each respondent to confirm whether any addenda to this procurement solicitation have in fact been issued by the City. To do so, please contact the City's Purchasing Office (see contact information above).

22. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.
23. Vendor protest: A vendor who feels the need to object to either a deficiency of this procurement solicitation or a proposed award pertaining to this procurement solicitation are encouraged, as soon as possible, to express their concerns to and seek remedy from the Purchasing Manager (see contact information above). Vendors who are not satisfied with, or who choose not to pursue, such an informal resolution of their concerns and who feel compelled to lodge a formal protest about some aspect of a City procurement not pertaining to new construction shall do so pursuant to the City's Vendor Protest Procedure for City procurements not pertaining to new construction, a mandatory administrative procedure which all aggrieved actual or prospective vendors must utilize and exhaust prior to seeking judicial review or remedy. For a copy of the City's Vendor Protest Procedure for City of Franklin procurements not pertaining to new construction, please contact the City's Purchasing Office (see contact information above) or click on the following link: <http://www.franklintn.gov/government/finance-administration/purchasing-office/vendor-protest-procedure>.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

1. Solicitation identified: These specifications apply to the following procurement:

supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station

Purchasing Office Solicitation No.: 2015-029

2. Notice to Bidders publication date: **March 26, 2015**

3. Solicitation release date: **March 27, 2015**

4. Optional* pre-bid access to jobsite: **no later than April 1, 2015**

*PLEASE NOTE: Potential bidders may request to have access to the jobsite prior to preparing their bid but only by appointment no later than April 1, 2015. Appointments may be scheduled by contacting Transfer Station Manager Doug Pratt (T: 615-417-5880; E: doug.pratt@franklinton.gov). Do not report directly to the City's solid waste transfer station. Instead, park vehicles and check in at:

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

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **April 2, 2015, 2:00 p.m. Central Time**

6. Bids submittal deadline and scheduled opening: **April 9, 2015, 2:00 p.m. Central Time**

7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **April 24, 2015**

8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **May 12, 2015**

9. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply, deliver and install the specified equipment at the specified jobsite. See the accompanying Instructions for Bidders for additional information and instructions.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

10. Exceptions:

- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
- b. Any deviation or variance from the City's specifications shall be considered to be an exception.
- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

11. General terms and conditions:

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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- 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,

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

12. Detailed specifications: Please note:

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

City of Franklin Specifications

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- 12.1. General.**
- 12.1.1. _____** Bids shall be for supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station.
- 12.1.2. _____** City intends for the specified pad-mounted pedestal transfer boom systems to be used to load and pack municipal solid waste from the transfer station floor to solid waste transfer trailers. Equipment as bid shall be designed and manufactured according to industry standards for this intended use.
- 12.1.3. _____** Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to supply, deliver and install the specified equipment and otherwise complete the project.
- 12.1.4. _____** Jobsite is at the following location:

 City of Franklin Solid Waste Transfer Station
 411 Century Court
 Franklin, Tennessee 37064
- 12.1.5. _____** A City of Franklin permit is required (only of the successful bidder, not all bidders) for this project. (Application for permit shall be made to the City of Franklin Building and Neighborhood Services Department, 109 3rd Ave. South, City Hall Suite 110, Franklin, TN 37064. The permit fee shall be waived.)
- 12.1.6. _____** Plans stamped by a professional engineer are not required for this project.
- 12.1.7. _____** The bidder is responsible for making any measurements required to prepare a bid.
- 12.1.8. _____** Vendor shall indicate on the Bid Submittal Form the estimated time of completion of the project, measured in number of calendar days after receipt of order.
- 12.1.9. _____** Vendor specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 12.1.10. _____** Installer is responsible for having all underground utilities and any underground irrigation located at the jobsite.
- 12.1.11. _____** The following information shall be furnished by the bidder along with the submitted bid: Manufacturer's literature and data, to include, if available, shop drawings and specifications, as well as installation drawings and specifications, for all installed products, equipment and accessories.

City of Franklin Specifications

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- 12.1.12. _____ Vendor shall include unloading or offloading and deposit of all deliverables at the jobsite.
- 12.1.13. _____ Vendor shall provide any labor and equipment necessary to unload or offload all deliverables in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 12.1.14. _____ Except by prior arrangement acceptable to the City, delivery shall be made between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City.
- 12.1.15. _____ Training by a qualified service representative shall be provided upon installation. Training shall include detailed instruction for both operator and service personnel.
- 12.1.16. _____ Documentation, including both operator and service manuals, warranties, detailed troubleshooting information, and any available unit-specific training videos, shall be provided upon installation.
- 12.1.17. _____ Warranty for equipment except hydraulic cylinders:
- 12.1.17.1. _____ Bid pricing shall include manufacturer's standard warranty, to be for a minimum of one (1) year, for all installed products, equipment and accessories, except hydraulic cylinders.
- 12.1.17.2. _____ Bidder shall supply a description of the manufacturer's standard warranty except for hydraulic cylinders along with the Bid Submittal Form.
- 12.1.17.3. _____ Bidder shall indicate duration of manufacturer's standard warranty except for hydraulic cylinders as bid on the Bid Submittal Form.
- 12.1.18. _____ Warranty for hydraulic cylinders:
- 12.1.18.1. _____ Bid pricing shall include manufacturer's standard warranty for hydraulic cylinders, to be for a minimum of five (5) years, and to be for 100% coverage.
- 12.1.18.2. _____ Bidder shall supply a description of the manufacturer's standard warranty for hydraulic cylinders along with the Bid Submittal Form.
- 12.1.18.3. _____ Bidder shall indicate duration of manufacturer's standard warranty for hydraulic cylinders as bid on the Bid Submittal Form.
- 12.1.19. _____ Guarantee of installation:
- 12.1.19.1. _____ Bid pricing shall include installer's standard guarantee of workmanship, to be for a minimum of one (1) year, for all installed products, equipment and accessories.

City of Franklin Specifications

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- 12.1.19.2. _____ Bidder shall supply a description of the installer's standard guarantee along with the Bid Submittal Form.
- 12.1.19.3. _____ Bidder shall indicate duration of installer's standard guarantee as bid on the Bid Submittal Form.
- 12.1.20. Insurance requirements:
- 12.1.20.1. _____ Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement for both Premises/Operations <u>and</u> Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Installation Floater	Total insurable property value of installed equipment at value of bid	Certificate of Insurance shall include the City of Franklin as Loss Payee

- 12.1.20.2. _____ If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.
- 12.1.20.3. _____ In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

- 12.1.20.4. _____ The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
- 12.2. **Manufacturers / Products.**
- 12.2.1. _____ Crane and/or pedestal boom system equipment and accessories shall be of robust, heavy duty construction and the product of a manufacturer experienced in the design and fabrication of custom crane equipment meeting the requirements of this section. The manufacturer shall possess a minimum of 10 years' experience in the manufacturing of knuckleboom crane/pedestal boom systems for service in the waste transfer industries.
- 12.2.2. _____ Crane and/or pedestal boom equipment and accessories shall be new and of a current series/model with proven performance in heavy industrial/municipal service. Equipment shall be furnished including all specified accessories, tools, manuals, special features, etc.
- 12.2.3. _____ The first named manufacturer's series/model number listed below is the Basis of Design used for the purpose of establishing level of equipment quality; robustness of equipment; and physical, functional or performance characteristics required for the knuckle boom crane system:
- 12.2.3.1. _____ Allied Construction Products Corporation Transfer Boom model number 2015 with Allied Hydraulic Power Unit model number 3430 (Basis of Design).
- 12.2.3.2. _____ Approved equal to above.
- 12.2.4. _____ Owner reserves the right to be the sole judge in determining the equality of an alternate crane manufacturer and/or model. Should the proposed alternate crane not be deemed equivalent to the Basis of Design manufacturer/model, the Contractor shall furnish the specified crane system at no additional cost to the Owner
- 12.2.5. _____ All equipment and accessory items required for complete, functioning and operating crane and/or pedestal boom systems shall be supplied by the manufacturer even though such items may not be specifically mentioned in these specifications.
- 12.2.6. _____ Knuckle boom crane/pedestal boom system design to comply with standard inspection requirements and current engineering practices of the heavy equipment industry relative to design, strength, quality of material, and workmanship.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

- 12.3. Pedestal Boom System.**
- 12.3.1. _____** General Configuration: Waste transfer pedestal boom systems shall be electrically powered, hydraulically actuated, and complete with frame, boom, base, grapple, electric motor, hydraulic system, manual control valve stand, and operators cab.
- 12.3.2. _____** Layout: Waste transfer pedestal boom systems shall fit in the space provided and all portions of the crane shall have adequate clearance between the boom and/or stick and the surrounding concrete structure/pit opening as recommended by the manufacturer. Contractor shall confirm clearances throughout operating swing radius of the boom.
- 12.3.3. _____** Net Lifting Capacity/Compaction Force: Provide a minimum 3,000 pounds net lifting capacity/compaction force at the stick to grapple connection pin with the boom/stick fully extended at its maximum reach in the pit opening.
- 12.3.4. _____** Control Style: Provide knuckleboom cranes with local manual controls adjacent to boom swing base assembly and remote joystick controls located in the armrests of the operator's cab.
- 12.3.4.1. _____** Local Manual Control Valve Stands: Manual valves to be two-way style hydraulic type valves with one lever on each section. Valves to be mounted on fabricated carbon steel pedestal.
- 12.3.4.1.1. _____** Provide ESTOP (Emergency Stop) switch at manual valve stand to stop system. Also provide motor start and stop functions at manual valve stand.
- 12.3.4.1.2. _____** Provide levers at valve stand for GRAPPLE OPEN-CLOSE, GRAPPLE WRIST IN-OUT, BOOM SWING LEFT-RIGHT, BOOM UP-DOWN, AND STICK IN-OUT.
- 12.3.4.2. _____** Remote Control in Operator's Cab: Joysticks to be mounted in the armrests of operator's chair for basic boom functions including BOOM UP-DOWN, STICK IN-OUT, GRAPPLE OPEN-CLOSE, GRAPPLE ROTATE, BOOM SWING LEFT-RIGHT.
- 12.3.4.2.1. _____** Joysticks shall be powered from the main electrical starter panel. Provide required cables and auxiliary junction boxes as required based on the distance between the starter panel and cab. Coordinate cable routing with the Electrical Contractor.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

- 12.3.4.2.2. _____ Provide controller box in operator's cab outfitted with the following buttons/indicators/functions:
- 12.3.4.2.2.1. Momentary PUMP START pushbutton to turn on main pump.
 - 12.3.4.2.2.2. Combination EMERGENCY STOP/STOP used to turn off power unit motor.
 - 12.3.4.2.2.3. HYDRAULIC PUMP RUNNING pilot light.
 - 12.3.4.2.2.4. LOW PRESSURE – filter dirty pilot light.
 - 12.3.4.2.2.5. HIGH PRESSURE pilot light.
 - 12.3.4.2.2.6. HIGH HYDRAULIC OIL TEMPERATURE pilot light.
 - 12.3.4.2.2.7. LOW HYDRAULIC OIL LEVEL pilot light.
 - 12.3.4.2.2.8. ALARM horn on joystick controller to alarm when LOW PRESSURE, HIGH PRESSURE, HIGH TEMPERATURE, or LOW LEVEL alarms are active.
- 12.3.4.2.3. _____ Joystick controllers shall be dual joystick type mounted in the armrests of an ergonomic operator's chair.
- 12.3.4.2.4. _____ Joystick Remote controls to provide for all necessary boom functions.
- 12.3.5. Pedestal Boom Configuration:
- 12.3.5.1. _____ Single 6.25-inch diameter boom, stick and tilt cylinders.
 - 12.3.5.2. _____ Dual 4.0-inch diameter swing cylinders.
 - 12.3.5.3. _____ Boom Section: 8 by 12 tubing with 50 ksi high strength steel.
 - 12.3.5.4. _____ Stick Section: 8 by 12 tubing with 50 ksi high strength steel.
 - 12.3.5.5. _____ Bushings: Hardened steel.
 - 12.3.5.6. _____ Frame and base shall be designed and fabricated with steel reinforcement to withstand the maximum stress normally imposed in heavy-duty solid waste transfer boom operations.
 - 12.3.5.7. _____ Boom swing base assembly shall be capable of not less than 180 degrees rotation on its mast.
 - 12.3.6. _____ Boom/Stick Reach/Fabrication: Crane/pedestal boom to be configured with a straight articulating boom possessing a minimum horizontal reach of 20 feet (from swing pivot point to grapple connection pin) with a maximum vertical grapple reach below the tipping floor of 12 feet. Boom to be heavy-duty, all-welded steel construction, with replaceable bushings.

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- 12.3.7. _____ Grapple: Furnish boom with flat bottom style, solid waste type grapple with wristing cylinder and compaction plate, of all-welded steel construction and specifically designed for picking and compacting municipal refuse. The minimum volume of the grapple shall be 0.33 cubic yard. Hoses and fittings shall be extra heavy duty rated and shall be suitably protected from snagging and breaking due to interaction with refuse during handling operations by fabricated carbon steel plates and shapes. Grapple shall be rotatable on stick by means of hydraulic motor driver to achieve 360-degree continuous rotation.
- 12.3.8. _____ Cylinder Style/Type: Pedestal boom and grapple shall be actuated by double-acting hydraulic cylinders with chrome-plated piston rods. Provide ample hydraulic circuit and reservoir capacity for sustained operation cycles without overheating.
- 12.3.9. _____ Baseplate: Pedestal boom swing base assembly integrally mounted to an adequately sized steel base plate. Baseplate holes to be precisely located for anchor bolts.
- 12.3.10. _____ Anchoring of Equipment: Pedestal boom manufacturer to provide information to Contractor identifying the number, type, size, material of construction, and minimum rated tensile strength of the crane base to pedestal anchoring system. Manufacturer to likewise identify to Contractor information regarding all mounting hardware and/or anchor bolts necessary to securely mount the hydraulic power units, local control stand and cabs. Anchoring system for the crane swing base assembly to concrete slab shall be high tensile strength carbon steel. Anchor bolts and fasteners for crane accessory items (i.e. local control valve stands and hydraulic power skids) shall be Type 304 stainless steel.
- 12.3.11. _____ Equipment Finish Coatings: Exposed ferrous metal surfaces of the crane and all related items shall be surface prepared per SSPC SP6. Primer coat to consist of one coating with anticorrosive, rust-inhibitive primer to 1.2 mils minimum dry film thickness. Painting to consist of alkyd enamel (water reducible) coating system with not less than 2 minimum coats applied for a total dry film thickness of 2.5 mils minimum.
- 12.3.12. _____ Hoses: Hydraulic fluid conveying hoses shall be as follows:
- 12.3.12.1. _____ Hoses to be heavy duty and wear-resistant.
- 12.3.12.2. _____ Pressure rating of hoses in various services to be as follows:
- 12.3.12.2.1. _____ Pressure Hose: 3,000 psi minimum rating.
- 12.3.12.2.2. _____ Return Hose: 1,000 psi minimum rating.
- 12.3.12.2.3. _____ Load Sense Hose: 5,000 psi minimum rating.

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- 12.3.12.2.4. _____ Boom and Stick Functions: 3,000 psi minimum rating.
- 12.3.12.2.5. _____ Swing and Grapple Functions: 3,000 psi minimum rating.
- 12.3.12.2.6. _____ Supports and/or encasements for hydraulic lines strategically placed and generously reinforced to protect lines from damage between the connections to the cylinders and the remote-located hydraulic system.
- 12.3.13. Automatic Lubrication System:
- 12.3.13.1. _____ Manufacturer's system designed to properly lubricate all boom bearing, pivot joints, and cylinder mounting pin joints except for swing cylinder rod eyes.
- 12.3.13.2. _____ Lubrication system tubing, hoses and fittings shall be heavy duty rated and suitably protected from snagging and breaking due to interaction with refuse during handling operations.
- 12.3.13.3. _____ Lube system components to be manufactured by Lincoln Industrial with timer controlled, 110 volts AC lube pump and Lincoln SSV divider valves.
- 12.3.14. Hydraulic Power Units: Hydraulic Power unit shall incorporate the following design/performance/features:
- 12.3.14.1. _____ Electric Motor: 30 HP, TEFC, 1.15 service factor, 1,800 rpm speed.
- 12.3.14.2. _____ Electric motor driven, variable displacement, pressure compensated, load sensing hydraulic piston pump.
- 12.3.14.3. _____ Hydraulic System: Minimum 2,000 psi operating pressure. Each system shall have a minimum of one high pressure filter; one return-line filter; fluid level and low level shutoff gauges; and hydraulic tank.
- 12.3.14.4. _____ Maximum Flow: 34 gpm.
- 12.3.14.5. _____ System Pressure: Maximum 3,000 psi.
- 12.3.14.6. _____ Reservoir Capacity: 55 gallons.
- 12.3.14.7. _____ Oil Immersion Heater: 2 kW with thermostatic control.
- 12.3.14.8. _____ Pressure and return oil filters.
- 12.3.14.9. _____ Air breather filtration.
- 12.3.14.10. _____ Oil level sight gauge/temperature gauge.
- 12.3.14.11. _____ Hydraulic Monitor Switches/Circuits: LOW OIL LEVEL, HIGH OIL TEMPERATURE, HIGH PRESSURE OIL-FILTER DIRTY, RETURN OIL-FILTER DIRTY switches.

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|---------------|-------|--|
| 12.3.15. | | Electric Control Panel: Power pack control panel to meet the following requirements: |
| 12.3.15.1. | _____ | Provide starter panel in accordance and listed to UL 508A bearing the mark "Listed Enclosed Industrial Control Panel". |
| 12.3.15.2. | _____ | Panel shall accept a single 208VAC 3-phase power feed. |
| 12.3.15.3. | _____ | Panel to include a combination motor starter with fused protection. |
| 12.3.15.4. | _____ | 208-volt, 3-phase, 60-Hz starter with overload protection. |
| 12.3.15.5. | _____ | NEMA 4 enclosure with "through-the-door" disconnect. |
| 12.3.15.6. | _____ | START and STOP pushbuttons for Hydraulic Motor. |
| 12.3.15.7. | _____ | Contactor and fusing for 208V immersion heater. |
| 12.3.15.8. | _____ | Contactor and fusing for 208V oil cooler. |
| 12.3.15.9. | _____ | ELAPSED TIME meter mounted in door. |
| 12.3.15.10. | _____ | Starter panel mounted and wired to power unit. |
| 12.3.15.11. | _____ | Panel LED pilot lights for local display of the following: |
| 12.3.15.11.1. | _____ | HYDRAULIC MOTOR-RUNNING (Green). |
| 12.3.15.11.2. | _____ | HIGH PRESSURE/FILTER-DIRTY (Red). |
| 12.3.15.11.3. | _____ | RETURN OIL-FILTER DIRTY (Red). |
| 12.3.15.11.4. | _____ | HYDRAULIC FLUID-HIGH TEMPERATURE (Red). |
| 12.3.15.11.5. | _____ | HYDRAULIC FLUID-LOW LEVEL (Red). |
| 12.3.16. | _____ | Electrical: Contractor to provide all electrical components necessary to connect the power units to the power supply and to the cranes. |
| 12.3.17. | _____ | Code Compliance: Crane/pedestal boom system shall be constructed to comply with all local, State of Tennessee and Federal safety requirements. |
| 12.3.18. | | Operators Cabs: |
| 12.3.18.1. | _____ | EHC (Electro-Hydraulic Control) Operators Stations. |
| 12.3.18.2. | _____ | All steel control cab, 38"x60"x60"H. |
| 12.3.18.3. | _____ | 1" Sound suppression package. |
| 12.3.18.4. | _____ | All weather seals. |
| 12.3.18.5. | _____ | All steel floor with non-skid coating. |
| 12.3.18.6. | _____ | Paint is standard white. |
| 12.3.18.7. | _____ | 220 V A/C / Heater mounted at rear of cab. |
| 12.3.18.8. | _____ | Ergonomic operator's chair, w/ joysticks mounted in armrests. |

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

12.3.18.9. _____ Control system junction box.

12.4. **Installation:**

12.4.1. _____ The Contractor shall install the knuckleboom crane/pedestal boom system, power units, controls, and all associated electrical, mechanical, and hydraulic equipment in accordance with the manufacturer's written instructions.

12.4.2. _____ Crane/pedestal boom system anchor bolts shall be cast in-place. Carefully coordinate bolt patten and anchor bolt requirements with manufacturer.

12.4.3. _____ Mount the power units in the locations as shown on the Drawings in accordance with the crane manufacturer's recommendations. Install anchor bolts and grout and/or equipment pads according to manufacturer's recommendations.

12.5. **Maintenance services:**

12.5.1. _____ Successful bidder shall supply and deliver to the City of Franklin specified ongoing maintenance services for the installed equipment purchased pursuant to this solicitation for as long as that equipment is owned by the City, provided that (a) during the first 60 months of service, there shall be no obligation for the City to continue from one month to the next other than issuance by the City of a minimum 30-day notice of intent to discontinue, and (b) after the first 60 months of service, there shall be no obligation for either party to continue from one month to the next other than issuance by either party of a minimum 30-day notice of intent to discontinue.

12.5.2. _____ Maintenance services shall be as recommended by the manufacturer.

12.5.3. _____ During the warranty period, maintenance services other than those to be performed by the operator shall be performed only by a certified dealer of the manufacturer.

12.5.4. _____ Service call onsite response time, maximum: 24 hours for diagnosis to determine problem.

12.5.5. _____ Any parts needed for repairs that must be shipped shall be shipped overnight to the jobsite, FOB destination, freight prepaid and added.

Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-029

Vendor's name, street address, and mailing address:	
Vendor's contact person's name (printed), title, telephone number and e-mail address:	
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☐ 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?	☐ Yes, see enclosed. ☐ No, bidder takes no exceptions.
Total quoted bid price for supply, delivery and installation of bid equipment:	\$
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	☐ Yes. ☐ 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?	☐ Yes. ☐ No, bidder requests the following payment terms:
Estimated time of completion of project:	days after receipt of order.
Last date (no sooner than May 31, 2015) that bid and associated pricing is valid and may be accepted by the City:	
If the bid is for a construction project and if the amount of the bid price is not less than \$25,000, then is the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any, shown on the outside of the bid container prior to it being opened by the City?	☐ Yes. ☐ No.

Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-029

Vendor's name:	_____
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☐ ACH or Electronic Funds Transfer. ☐ Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? • Detailed vendor-supplied description of bid product(s) and/or service(s); • City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; • Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Vendor-supplied contact information for minimum of three references; • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; and • If bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full; • If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and • A complete digital copy and two (2) complete duplicate sets of submitted bid documents per the Instructions for Bidders.	☐ Yes, see enclosed. ☐ 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).
Receipt acknowledged of any and all issued addenda to this solicitation:	☐ Addendum No. _____ received. ☐ Addenda Nos. _____ received. ☐ No addenda received.
Signature of bidder's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	_____ (signature)
Title of bidder's authorized representative:	_____
Date of signature:	_____

Affidavit of Non-Collusion

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

State of _____)
County of _____) SS

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

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

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

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

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-029)

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

State of _____)
County of _____) SS

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

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. 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)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

In the case of Vendor:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015_029

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklinton.gov

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20__-____)

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

1. CITY issued (a) on ____ __, 20__ Purchasing Office Solicitation No. 20__-____, a procurement solicitation for bids for _____, and (b) on ____ __, 20__ Addendum No. __ to Purchasing Office Solicitation No. 20__-____ (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a bid/proposal dated ____ __, 20__ ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate(s) of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate(s) of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
7. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

8. CITY awarded on _____, 20__ and now desires to retain VENDOR to _____, pursuant to SOLICITATION, SUBMITTAL and tabulation, as prepared by CITY, of bids received in response to SOLICITATION, a copy of which tabulation is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.

[OR]

9. CITY awarded on _____, 20__ and now desires to retain VENDOR to _____, pursuant to SOLICITATION and SUBMITTAL, and as follows:

Item No.	Description	Quantity	Unit Price	Extended Price	Invoice Due and Payable
1					upon delivery/completion, net 30 days from date of delivery/completion or date of invoice, whichever is later
2					upon delivery/completion, net 30 days from date of final delivery/completion or date of invoice, whichever is later
Total:	All specified materials and services				

10. [If applicable:] The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
11. In the event of a conflict between CITY's SOLICITATION and VENDOR's SUBMITTAL, CITY's SOLICITATION shall supersede any conflicting terms and conditions within VENDOR's SUBMITTAL, except for any exceptions identified by VENDOR in its SUBMITTAL and accepted at the time of award by CITY.

[OR]

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

Attachment No. 1

SOLICITATION

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____-_____)

Attachment No. 2

SUBMITTAL

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

Attachment No. 3

Certificate(s) of Insurance

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

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____-_____)

Attachment No. 4

Indemnification Agreement

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

Attachment No. 5

Tabulation of bids received

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

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

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

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

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

(signature of person whose printed name appears above)

(title of person whose printed name appears above)

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

State of _____)
) SS
County of _____)

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

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

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

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

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_____

(Notary Public)

My Commission Expires: _____

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

State of _____)
County of _____) SS

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

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

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

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

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-029)

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-029

1. Solicitation identified: This Addendum No. 1 applies to the following procurement:
supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom
systems at the City's solid waste transfer station

Purchasing Office Solicitation No.: 2015-029

2. Notice to Bidders publication date: **March 26, 2015**
3. Solicitation release date: **March 27, 2015**
4. Optional* pre-bid access to jobsite: **no later than ~~April 1, 2015~~ April 7, 2015**

*PLEASE NOTE: Potential bidders may request to have access to the jobsite prior to preparing their bid but only by appointment no later than ~~April 1, 2015~~ April 7, 2015. Appointments may be scheduled by contacting Transfer Station Manager Doug Pratt (T: 615-417-5880; E: doug.pratt@franklintn.gov). Do not report directly to the City's solid waste transfer station. Instead, park vehicles and check in at:

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

5. Addendum No. 1 release date: **April 1, 2015**
6. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **~~April 2, 2015, 2:00 p.m. Central Time~~
April 8, 2015, 2:00 p.m. Central Time**
7. Bids submittal deadline and scheduled opening: **~~April 9, 2015, 2:00 p.m. Central Time~~
April 14, 2015, 2:00 p.m. Central Time**
8. Tentative date of release of City's tabulation of bids received and notice of intent to award: **April 24, 2015**
9. 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: **May 12, 2015**

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-029

10. Addendum:

In reference to the City of Franklin's March 27, 2015 Purchasing Office Solicitation No. 2015-029 for the supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station, the City has been asked certain questions about the solicitation by one or more vendors who are potential bidders.

The purpose of this Addendum No. 1 is to announce to all interested vendors the City's responses to the questions that have been asked to date.

Please note that the submittal deadline and scheduled opening of all bids received is hereby postponed to:

April 14, 2015, 2:00 p.m. Central Time

Below are the questions asked to date and the City's responses thereto:

Q1: Would the City postpone the deadline for optional pre-bid access to jobsite, the deadline for questions and the deadline to submit a bid?

A1: Yes, the deadline for optional pre-bid access to jobsite is hereby postponed April 7, 2015, the deadline for questions is hereby postponed to April 8, 2015, and the deadline to submit a bid is hereby postponed to April 14, 2015.

Q2: City specification no. 12.3.4.2 refers to "Remote Control in Operator's Cab." City specification no. 12.3.1 refers to operator's cab only. Usually when "remote control" is referred to, this implies a separate operator's ... station not mounted on the loader itself. Is it the City's intention to have a single remote operator's station for both loaders, or is it the City's intention to have a cab mounted on each loader for operations? We can do either.

A2: The City's intent is to have a cab mounted on each loader for operations.

Q3: Regarding the existing concrete pedestals, would the City provide engineering specifications on these pedestals from which we could determine whether our load moments would work on them?

A3: Based on facility project plans, the City is working with a local structural engineer to determine whether the existing pads/mounts are adequate to carry the make and model unit identified in the City's specifications. The structural system of the pad and beam below are being evaluated to see if they are adequate based on a "loads and moments chart" supplied by the manufacturer of the make and model unit identified in the City's specifications.

Q4: Regarding the existing concrete pedestals, would the City use the current bolt pattern for our mounting template and/or provide all bolts in concrete for the mount?

A4: Bolts will be supplied within the concrete pad.

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-029

11. Acknowledge receipt of addendum: Bidders shall acknowledge receipt of this addendum on the Bid Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
12. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation prior to the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079

Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.

13. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-029

1. Solicitation identified: This Addendum No. 2 applies to the following procurement:
supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom
systems at the City's solid waste transfer station

Purchasing Office Solicitation No.: 2015-029

2. Notice to Bidders publication date: **March 26, 2015**

3. Solicitation release date: **March 27, 2015**

4. Optional* pre-bid access to jobsite: **no later than April 7, 2015**

*PLEASE NOTE: Potential bidders may request to have access to the jobsite prior to preparing their bid but only by appointment no later than April 7, 2015. Appointments may be scheduled by contacting Transfer Station Manager Doug Pratt (T: 615-417-5880; E: doug.pratt@franklintn.gov). Do not report directly to the City's solid waste transfer station. Instead, park vehicles and check in at:

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

5. Addendum No. 1 release date: **April 1, 2015**

6. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **April 8, 2015, 2:00 p.m. Central Time**

7. Addendum No. 2 release date: **April 9, 2015**

8. Bids submittal deadline and scheduled opening: **April 14, 2015, 2:00 p.m. Central Time**

9. Tentative date of release of City's tabulation of bids received and notice of intent to award: **April 24, 2015**

10. 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: **May 12, 2015**

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-029

11. Addendum:

In reference to the City of Franklin's March 27, 2015 Purchasing Office Solicitation No. 2015-029 for the supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station, the City has been asked certain additional questions about the solicitation by one or more vendors who are potential bidders.

The purpose of this Addendum No. 2 is to announce to all interested vendors the City's responses to the questions that have been asked since issuance of Addendum No. 1.

Please note that the submittal deadline and scheduled opening of all bids received is unchanged since issuance of Addendum No. 1 and remains:

April 14, 2015, 2:00 p.m. Central Time

Below are the addition questions asked since issuance of Addendum No. 1 and the City's responses thereto:

Q1: Will the City verify that the foundations will be sufficient for the operating/moment loads required for each unit? Should these loads be supplied with the bids?

A1: Base pads are the responsibility of the City. City will be working with a structural engineer to verify and, if necessary, redesign the base pads based on unit selected. Operating/moment loads are not required to be supplied with the bids.

Q2: 12.1.10. It says that the installer is responsible for the underground utilities. One shut-off box will still need to be installed for unit #2 (south pit). Can we assume that this box will be installed and the City will make sure that power (conduit) is supplied from these shut-off boxes to the base of each loader foundation? Will the City have an Electrician available to assist with the final installation hook-up? Or will the installer need to coordinate the Electrician?

A2: Providing the disconnects and providing power to the disconnects is the responsibility of the City. Providing power (conduit) from the disconnects to the base of each loader foundation is the responsibility of the installer. The installer will need to coordinate the electrician to assist with the final installation hook-up.

Q3: 12.2.3.1. Our [make and model] will be equivalent to the unit specified in bid. However, based on the current (increasing) tonnage of the facility, we suggest that a larger, more durable unit be utilized. Our [make and model] would be more suitable for this application. Will it be possible to submit an alternate bid also?

A3: Alternate bids are permitted. However, the City does not differentiate between bids that exceed City specifications versus those that meet City specifications.

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-029

Q4: 12.3.4.2. Per addendum #1, the cab is to be installed on the loader along with joystick controls in the operator seat. Can we assume that the hydraulic power unit will be located on the machine also, making for a totally self-contained set-up? If this is the case then could the following items regarding a remote valve stand be removed from the City's specifications: 12.3.4.1 (manual control stands would not be needed if the joystick controls are located in the operator seat), 12.3.4.1.1 (the extra ESTOP would not be required for valve stand; controls would be in seat, and start/stop (Estop) would be located in dash of operator cab) and 12.3.4.1.2 (valve stand is not required)?

A4: The hydraulic power unit is to be located on the machine, making for a totally self-contained set-up. City specifications 12.3.4.1, 12.3.4.1.1 and 12.3.4.1.2 are hereby deleted.

Q5: 12.3.5.2. Our model utilizes a gear box with motor mounted on a 27" O.D. bearing for the swing system. Is this acceptable?

A5: If you believe what your model utilizes to be equal to or above the comparable feature of the specified unit, then please provide documentation with the bid to support that claim, especially with respect to equipment quality, robustness of equipment, and physical, functional or performance characteristics required for the knuckle boom crane system. Please note that the City does not differentiate between bids that exceed City specifications versus those that meet City specifications.

Q6: 12.3.5.3 thru 12.3.5.5. A fabricated box style boom is more durable than standard tubing. We use Mag/Bronze bushings and hardened pins vs. the steel bushings. Will this be acceptable?

A6: See A5 above.

Q7: 12.3.6. The [City's specification] calls for a straight boom. A bent main "hip-style" boom will allow better access into the trailer pit, and offer better compaction than a straight boom. With the location of the foundation so close to the pit, a bent boom would be better suited for reaching more areas of the trailer than a straight boom. Will this option be acceptable? We can supply either boom option.

A7: The City declines to revise this specification.

Q8: 12.3.14.2. Our unit utilizes a 50 HP TEFC motor powering a triple gear hydraulic pump. The [City's specification] calls for a 30 HP motor and load-sensing piston pump. Can the [City's specification] be revised to allow each manufacturer to supply their current hydraulic configurations per their specified models?

A8: See A5 above.

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-029

Q9: 12.3.15.2. Is 208V power only available for these units? Can 480V be supplied? By lowering the voltage, the amperage will increase. Depending on the amp draw of each model, the City will need to make sure the breakers in the box will be properly sized.

A9: The power available for these units is 208-volt. 480-volt is not available.

Q10: Would the City consider extending the bid submittal date to review options further?

A10: No, the City chooses not to extend the bid submittal deadline from April 14, 2015, 2:00 p.m. Central Time.

12. Acknowledge receipt of addendum: Bidders shall acknowledge receipt of this addendum on the Bid Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."

13. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079

14. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0107)

Attachment No. 2

SUBMITTAL

ORIGINAL

Bid Submittal Form

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

Purchasing Office Solicitation No.: 2015-029

Vendor's name, street address, and mailing address:	<u>Scott Equipment Company</u> <u>1231 Bridgestone Hwy.</u> <u>Laverne, TN 37084</u>
Vendor's contact person's name (printed), title, telephone number and e-mail address:	<u>Gary Williams</u> <u>Sales Representative</u> <u>615.747.0900</u> <u>gwilliams@scottcompanies.com</u>
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ 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?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Total quoted bid price for supply, delivery and installation of bid equipment:	<u>\$172,800.00 each unit</u> <u>\$345,600.00 total Bid For (2)</u>
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	☒ Yes. ☐ 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?	☒ Yes. ☐ No, bidder requests the following payment terms: _____
Estimated time of completion of project:	<u>90-120</u> days after receipt of order.
Last date (no sooner than May 31, 2015) that bid and associated pricing is valid and may be accepted by the City:	<u>June 30, 2015</u>
If the bid is for a construction project and if the amount of the bid price is not less than \$25,000, then is the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any, shown on the outside of the bid container prior to it being opened by the City?	☐ Yes. ☒ No.

Bid Submittal Form

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

Purchasing Office Solicitation No.: 2015-029

Vendor's name:	<u>Scott Equipment Company</u>
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) and/or service(s); - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - If bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full; - If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and - A complete digital copy and two (2) complete duplicate sets of submitted bid documents per the Instructions for Bidders.	☒ Yes, see enclosed. ☐ 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).
Receipt acknowledged of any and all issued addenda to this solicitation:	☒ Addendum No. <u>1</u> received. ☒ Addenda Nos. <u>2</u> received. ☐ No addenda received.
Signature of bidder's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	<u>Bobby Cyres</u> (signature)
Title of bidder's authorized representative:	<u>Branch VP</u>
Date of signature:	<u>4/8/15</u>



**SCOTT
EQUIPMENT**
HEAVY-DUTY COMMITMENT

QTY - 2

Allied Model 2015 Waste Transfer System

- 180° swing rotation
- Ø6-1/4" (159 mm) boom, stick and grapple cylinders
- 6-lever manual control valve console for boom and grapple operation
- Includes 10' hydraulic hose package for connection of boom to manual control valve stand
- Operating weight, less grapple: 8,600 lbs.
- **Clamshell Waste Grapple**
- 1/3 yard minimum capacity
- Heavy-Duty oversize swivel bearing
- 360 degree continuous rotation with extension and hydraulics
-
-
- **Allied Deluxe Remote Electric Hydraulic Joystick Controller Package**
- Integration of controls into operators cab
- Provides complete boom functionality, remote motor start/stop control and fault monitoring for the power unit
-
- **3430 Electric Power Unit**
- Variable displacement, pressure compensated load sensing hydraulic piston pump
- 208V., 3 Phase, 60 Hz, TEFC, 30 HP (22KW) electric motor
- Includes system pressure, return and air filters, system low level, high temperature and high and low pressure filter by-pass warning switches
- 55 gal. (210 liter) tank capacity
- Oil reservoir heater complete with thermostatic control.
- Electric fan driven oil cooler w/ thermostat.
-
- **Allied Electrical Control Panel**
- For 30 HP (22KW) Power Unit
- Includes motor starter, on/off buttons, motor running and warning lights, and internal wiring
- Mounted and wired to Hydraulic Power unit
-
- **Automatic Lubrication System**
- For Waste Transfer Boom Series Bearing, Pivot Joints and Cylinder Mounting Pin Joints
- Electric grease pump with internal timer
- Remote lube supply lines routed to lube points



**SCOTT
EQUIPMENT**
HEAVY-DUTY COMMITMENT

- **Operators Cab**
- All steel control cab, 38"x60"x60"H
- 1" Sound suppression package
- All weather seals
- All steel floor with non-skid coating
- Paint is standard white
- 220 V A/C / Heater mounted at rear of cab
- Ergonomic operators chair
- Steel tower structure to mount cab over base of boom.

WARRANTY: 1YEAR / PEDESTAL BOOM AND POWER PAC

2 YEAR/ BASE, SWING FRAME, BOOM AND STICK

5YR/ STANDARD WARRANTY FOR HYDRAULIC CYLINDERS- DOES NOT
INCLUDE LABOR

SEE ENCLOSED WARRANTY DISCLAIMERS

PM MAINTENANCE: 5 YR/60 MONTH PM MAINTENANCE INCLUDED



New Pedestal Boom & Power Pac Limited Warranty

WHAT IS COVERED

Allied warrants to owners of new Allied Pedestal Boom & Power Pacs that, for a period of twelve (12) months (twenty four (24) months on major structural components) after delivery and placement into service by the first user, the authorized Allied Distributor in whose service area the unit is operated will repair or replace any part that fails because of defects in material or workmanship according to the following schedule:

<u>WARRANTY LIMITATIONS</u>		<u>REPAIR CHARGES TO BE PAID BY OWNERS</u>	
	Months	Parts	Labor
Pedestal Boom & Power Pac	0 - 12	No Charge	No Charge
Base, Swing Frame, Boom, Stick	13 - 24	No Charge	100% of Distributor's Charge

WHAT IS NOT COVERED

This warranty does not cover:

- conditions which in the reasonable judgement of Allied, arise from misuse, negligence, alteration, accident, or lack of performance of necessary maintenance;
- normal maintenance service or the replacement of service items made in connection with normal maintenance;
- damage due to operation with hydraulic flow, pressure or temperature in excess of levels recommended by Allied;
- claims for loss of time, inconvenience, loss of use of the product or other consequential damages.

OWNER RESPONSIBILITY

The owner is responsible for:

- the performance of regular maintenance service as specified in the applicable product manuals;
- delivering the part to the Allied Distributor.

This limited warranty is expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any non-contractual liabilities including product liabilities based upon negligence or strict liability. Allied does not authorize any other person to create for it any other liability in connection with this product.

Allied Construction Products, LLC
3900 Kelley Avenue
Cleveland, Ohio 44114 USA

100669 (Revised 09/20/13)



New Grapple Limited Warranty

WHAT IS COVERED

Allied warrants to owners of new Allied Grapples that, for a period of twelve (12) months after delivery and placement into service by the first user, the authorized Allied Distributor in whose service area the unit is operated will repair or replace any part that fails because of defects in material or workmanship according to the following schedule:

Months	WARRANTY COVERAGE	
	Parts	Labor
0 - 12	No Charge	No Charge

WHAT IS NOT COVERED

This warranty does not cover:

- conditions which in the reasonable judgement of Allied, arise from misuse, negligence, alteration, accident, or lack of performance of necessary maintenance;
- normal maintenance service or the replacement of service items made in connection with normal maintenance;
- claims for loss of time, inconvenience, loss of use of the product or other consequential damages, transportation cost to and from the end-user, service calls, and driving time to the end-user location.

DISTRIBUTOR RESPONSIBILITY

- required to register the attachment when delivered to the end-user, (Demo, Rental, Sale, and Lease)
- discuss and insure the end-user understands the warranty coverage for the attachment they are purchasing, demonstrating, leasing or renting.
- mount the attachment and setup the carrier to properly operate the attachment.
- use genuine Allied parts procured through Allied Construction Products during the warranty period when performing warrantable repairs or modifications.

OWNER RESPONSIBILITY

The owner is responsible for:

- the performance of regular maintenance service as specified in the applicable product manual;
- delivering the product or part to the Allied Distributor,

This limited warranty is expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any non-contractual liabilities including product liabilities based upon negligence or strict liability. Allied does not authorize any other person to create for it any other liability in connection with this product.

Allied Construction Products, LLC
3900 Kelley Avenue
Cleveland, Ohio 44114 USA



Extended Hydraulic Cylinder Limited Warranty

WHAT IS COVERED

Allied warrants to the owners of new *Allied* Model 2015 Waste Transfer Boom Hydraulic Cylinders, for a period of twelve (12) to sixty (60) months after delivery and placement into service by the first user, the authorized *Allied* Distributor in whose service area the unit is operated will repair or replace any hydraulic cylinder that fails because of defects in material or workmanship according to the following schedule:

WARRANTY LIMITATIONS

	Months
Hydraulic Cylinders	12 - 60

REPAIR CHARGES TO BE PAID BY OWNERS

Parts	Labor
No Charge	100% of Distributor's Charge

WHAT IS NOT COVERED

This warranty does not cover:

- conditions which in the reasonable judgement of *Allied*, arise from misuse, negligence, alteration, accident, or lack of performance of necessary maintenance;
- normal maintenance service or the replacement of service items made in connection with normal maintenance;
- damage due to operation with hydraulic flow, pressure or temperature in excess of levels recommended by *Allied*;
- claims for loss of time, inconvenience, loss of use of the product or other consequential damages.

OWNER RESPONSIBILITY

The owner is responsible for:

- the performance of regular maintenance service as specified in the applicable product manuals;
- delivering the part to the *Allied* Distributor.

This limited warranty is expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any non-contractual liabilities including product liabilities based upon negligence or strict liability. Allied does not authorize any other person to create for it any other liability in connection with this product.

Allied Construction Products, LLC
3900 Kelley Avenue
Cleveland, Ohio 44114 USA

City of Franklin Specifications

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- 12.1. C **General.**
- 12.1.1. C Bids shall be for supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station.
- 12.1.2. C City intends for the specified pad-mounted pedestal transfer boom systems to be used to load and pack municipal solid waste from the transfer station floor to solid waste transfer trailers. Equipment as bid shall be designed and manufactured according to industry standards for this intended use.
- 12.1.3. C Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to supply, deliver and install the specified equipment and otherwise complete the project.
- 12.1.4. C Jobsite is at the following location:
City of Franklin Solid Waste Transfer Station
411 Century Court
Franklin, Tennessee 37064
- 12.1.5. C A City of Franklin permit is required (only of the successful bidder, not all bidders) for this project. (Application for permit shall be made to the City of Franklin Building and Neighborhood Services Department, 109 3rd Ave. South, City Hall Suite 110, Franklin, TN 37064. The permit fee shall be waived.)
- 12.1.6. C Plans stamped by a professional engineer are not required for this project.
- 12.1.7. C The bidder is responsible for making any measurements required to prepare a bid.
- 12.1.8. C Vendor shall indicate on the Bid Submittal Form the estimated time of completion of the project, measured in number of calendar days after receipt of order.
- 12.1.9. C Vendor specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 12.1.10. C Installer is responsible for having all underground utilities and any underground irrigation located at the jobsite.
- 12.1.11. C The following information shall be furnished by the bidder along with the submitted bid: Manufacturer's literature and data, to include, if available, shop drawings and specifications, as well as installation drawings and specifications, for all installed products, equipment and accessories.

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-
- 12.1.12. C Vendor shall include unloading or offloading and deposit of all deliverables at the jobsite.
- 12.1.13. C Vendor shall provide any labor and equipment necessary to unload or offload all deliverables in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 12.1.14. C Except by prior arrangement acceptable to the City, delivery shall be made between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City.
- 12.1.15. C Training by a qualified service representative shall be provided upon installation. Training shall include detailed instruction for both operator and service personnel.
- 12.1.16. C Documentation, including both operator and service manuals, warranties, detailed troubleshooting information, and any available unit-specific training videos, shall be provided upon installation.
- 12.1.17. C Warranty for equipment except hydraulic cylinders:
- 12.1.17.1. C Bid pricing shall include manufacturer's standard warranty, to be for a minimum of one (1) year, for all installed products, equipment and accessories, except hydraulic cylinders.
- 12.1.17.2. C Bidder shall supply a description of the manufacturer's standard warranty except for hydraulic cylinders along with the Bid Submittal Form.
- 12.1.17.3. C Bidder shall indicate duration of manufacturer's standard warranty except for hydraulic cylinders as bid on the Bid Submittal Form.
- 12.1.18. C Warranty for hydraulic cylinders:
- 12.1.18.1. C Bid pricing shall include manufacturer's standard warranty for hydraulic cylinders, to be for a minimum of five (5) years, and to be for 100% coverage.
- 12.1.18.2. C Bidder shall supply a description of the manufacturer's standard warranty for hydraulic cylinders along with the Bid Submittal Form.
- 12.1.18.3. C Bidder shall indicate duration of manufacturer's standard warranty for hydraulic cylinders as bid on the Bid Submittal Form.
- 12.1.19. C Guarantee of installation:
- 12.1.19.1. C Bid pricing shall include installer's standard guarantee of workmanship, to be for a minimum of one (1) year, for all installed products, equipment and accessories.

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- 12.1.19.2. C Bidder shall supply a description of the installer's standard guarantee along with the Bid Submittal Form.
- 12.1.19.3. C Bidder shall indicate duration of installer's standard guarantee as bid on the Bid Submittal Form.
- 12.1.20. Insurance requirements:
- 12.1.20.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement for both Premises/Operations <u>and</u> Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Installation Floater	Total insurable property value of installed equipment at value of bid	Certificate of Insurance shall include the City of Franklin as Loss Payee

- 12.1.20.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.
- 12.1.20.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

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- 12.1.20.4. C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
- 12.2. C **Manufacturers / Products.**
- 12.2.1. C Crane and/or pedestal boom system equipment and accessories shall be of robust, heavy duty construction and the product of a manufacturer experienced in the design and fabrication of custom crane equipment meeting the requirements of this section. The manufacturer shall possess a minimum of 10 years' experience in the manufacturing of knuckleboom crane/pedestal boom systems for service in the waste transfer industries.
- 12.2.2. C Crane and/or pedestal boom equipment and accessories shall be new and of a current series/model with proven performance in heavy industrial/municipal service. Equipment shall be furnished including all specified accessories, tools, manuals, special features, etc.
- 12.2.3. C The first named manufacturer's series/model number listed below is the Basis of Design used for the purpose of establishing level of equipment quality; robustness of equipment; and physical, functional or performance characteristics required for the knuckle boom crane system:
- 12.2.3.1. C Allied Construction Products Corporation Transfer Boom model number 2015 with Allied Hydraulic Power Unit model number 3430 (Basis of Design).
- 12.2.3.2. C Approved equal to above.
- 12.2.4. C Owner reserves the right to be the sole judge in determining the equality of an alternate crane manufacturer and/or model. Should the proposed alternate crane not be deemed equivalent to the Basis of Design manufacturer/model, the Contractor shall furnish the specified crane system at no additional cost to the Owner
- 12.2.5. C All equipment and accessory items required for complete, functioning and operating crane and/or pedestal boom systems shall be supplied by the manufacturer even though such items may not be specifically mentioned in these specifications.
- 12.2.6. C Knuckle boom crane/pedestal boom system design to comply with standard inspection requirements and current engineering practices of the heavy equipment industry relative to design, strength, quality of material, and workmanship.

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- 12.3. C **Pedestal Boom System.**
- 12.3.1. C General Configuration: Waste transfer pedestal boom systems shall be electrically powered, hydraulically actuated, and complete with frame, boom, base, grapple, electric motor, hydraulic system, manual control valve stand, and operators cab.
- 12.3.2. C Layout: Waste transfer pedestal boom systems shall fit in the space provided and all portions of the crane shall have adequate clearance between the boom and/or stick and the surrounding concrete structure/pit opening as recommended by the manufacturer. Contractor shall confirm clearances throughout operating swing radius of the boom.
- 12.3.3. C Net Lifting Capacity/Compaction Force: Provide a minimum 3,000 pounds net lifting capacity/compaction force at the stick to grapple connection pin with the boom/stick fully extended at its maximum reach in the pit opening.
- 12.3.4. C Control Style: Provide knuckleboom cranes with local manual controls adjacent to boom swing base assembly and remote joystick controls located in the armrests of the operator's cab.
- 12.3.4.1. _____ Local Manual Control Valve Stands: Manual valves to be two-way style hydraulic type valves with one lever on each section. Valves to be mounted on fabricated carbon steel pedestal.
- 12.3.4.1.1. _____ Provide ESTOP (Emergency Stop) switch at manual valve stand to stop system. Also provide motor start and stop functions at manual valve stand.
- 12.3.4.1.2. _____ Provide levers at valve stand for GRAPPLE OPEN-CLOSE, GRAPPLE WRIST IN-OUT, BOOM SWING LEFT-RIGHT, BOOM UP-DOWN, AND STICK IN-OUT.
- 12.3.4.2. C Remote Control in Operator's Cab: Joysticks to be mounted in the armrests of operator's chair for basic boom functions including BOOM UP-DOWN, STICK IN-OUT, GRAPPLE OPEN-CLOSE, GRAPPLE ROTATE, BOOM SWING LEFT-RIGHT.
- 12.3.4.2.1. C Joysticks shall be powered from the main electrical starter panel. Provide required cables and auxiliary junction boxes as required based on the distance between the starter panel and cab. Coordinate cable routing with the Electrical Contractor.

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- 12.3.4.2.2. C Provide controller box in operator's cab outfitted with the following buttons/indicators/functions:
- 12.3.4.2.2.1. Momentary PUMP START pushbutton to turn on main pump.
 - 12.3.4.2.2.2. Combination EMERGENCY STOP/STOP used to turn off power unit motor.
 - 12.3.4.2.2.3. HYDRAULIC PUMP RUNNING pilot light.
 - 12.3.4.2.2.4. LOW PRESSURE – filter dirty pilot light.
 - 12.3.4.2.2.5. HIGH PRESSURE pilot light.
 - 12.3.4.2.2.6. HIGH HYDRAULIC OIL TEMPERATURE pilot light.
 - 12.3.4.2.2.7. LOW HYDRAULIC OIL LEVEL pilot light.
 - 12.3.4.2.2.8. ALARM horn on joystick controller to alarm when LOW PRESSURE, HIGH PRESSURE, HIGH TEMPERATURE, or LOW LEVEL alarms are active.
- 12.3.4.2.3. C Joystick controllers shall be dual joystick type mounted in the armrests of an ergonomic operator's chair.
- 12.3.4.2.4. C Joystick Remote controls to provide for all necessary boom functions.
- 12.3.5. Pedestal Boom Configuration:
- 12.3.5.1. C Single 6.25-inch diameter boom, stick and tilt cylinders.
 - 12.3.5.2. C Dual 4.0-inch diameter swing cylinders.
 - 12.3.5.3. C Boom Section: 8 by 12 tubing with 50 ksi high strength steel.
 - 12.3.5.4. C Stick Section: 8 by 12 tubing with 50 ksi high strength steel.
 - 12.3.5.5. C Bushings: Hardened steel.
 - 12.3.5.6. C Frame and base shall be designed and fabricated with steel reinforcement to withstand the maximum stress normally imposed in heavy-duty solid waste transfer boom operations.
 - 12.3.5.7. C Boom swing base assembly shall be capable of not less than 180 degrees rotation on its mast.
 - 12.3.6. C Boom/Stick Reach/Fabrication: Crane/pedestal boom to be configured with a straight articulating boom possessing a minimum horizontal reach of 20 feet (from swing pivot point to grapple connection pin) with a maximum vertical grapple reach below the tipping floor of 12 feet. Boom to be heavy-duty, all-welded steel construction, with replaceable bushings.

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- 12.3.7. C Grapple: Furnish boom with flat bottom style, solid waste type grapple with wristing cylinder and compaction plate, of all-welded steel construction and specifically designed for picking and compacting municipal refuse. The minimum volume of the grapple shall be 0.33 cubic yard. Hoses and fittings shall be extra heavy duty rated and shall be suitably protected from snagging and breaking due to interaction with refuse during handling operations by fabricated carbon steel plates and shapes. Grapple shall be rotatable on stick by means of hydraulic motor driver to achieve 360-degree continuous rotation.
- 12.3.8. C Cylinder Style/Type: Pedestal boom and grapple shall be actuated by double-acting hydraulic cylinders with chrome-plated piston rods. Provide ample hydraulic circuit and reservoir capacity for sustained operation cycles without overheating.
- 12.3.9. C Baseplate: Pedestal boom swing base assembly integrally mounted to an adequately sized steel base plate. Baseplate holes to be precisely located for anchor bolts.
- 12.3.10. C Anchoring of Equipment: Pedestal boom manufacturer to provide information to Contractor identifying the number, type, size, material of construction, and minimum rated tensile strength of the crane base to pedestal anchoring system. Manufacturer to likewise identify to Contractor information regarding all mounting hardware and/or anchor bolts necessary to securely mount the hydraulic power units, local control stand and cabs. Anchoring system for the crane swing base assembly to concrete slab shall be high tensile strength carbon steel. Anchor bolts and fasteners for crane accessory items (i.e. local control valve stands and hydraulic power skids) shall be Type 304 stainless steel.
- 12.3.11. C Equipment Finish Coatings: Exposed ferrous metal surfaces of the crane and all related items shall be surface prepared per SSPC SP6. Primer coat to consist of one coating with anticorrosive, rust-inhibitive primer to 1.2 mils minimum dry film thickness. Painting to consist of alkyd enamel (water reducible) coating system with not less than 2 minimum coats applied for a total dry film thickness of 2.5 mils minimum.
- 12.3.12. C Hoses: Hydraulic fluid conveying hoses shall be as follows:
- 12.3.12.1. C Hoses to be heavy duty and wear-resistant.
- 12.3.12.2. C Pressure rating of hoses in various services to be as follows:
- 12.3.12.2.1. C Pressure Hose: 3,000 psi minimum rating.
- 12.3.12.2.2. C Return Hose: 1,000 psi minimum rating.
- 12.3.12.2.3. C Load Sense Hose: 5,000 psi minimum rating.

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- 12.3.12.2.4. C Boom and Stick Functions: 3,000 psi minimum rating.
- 12.3.12.2.5. C Swing and Grapple Functions: 3,000 psi minimum rating.
- 12.3.12.2.6. C Supports and/or encasements for hydraulic lines strategically placed and generously reinforced to protect lines from damage between the connections to the cylinders and the remote-located hydraulic system.
- 12.3.13. Automatic Lubrication System:
- 12.3.13.1. C Manufacturer's system designed to properly lubricate all boom bearing, pivot joints, and cylinder mounting pin joints except for swing cylinder rod eyes.
- 12.3.13.2. C Lubrication system tubing, hoses and fittings shall be heavy duty rated and suitably protected from snagging and breaking due to interaction with refuse during handling operations.
- 12.3.13.3. C Lube system components to be manufactured by Lincoln Industrial with timer controlled, 110 volts AC lube pump and Lincoln SSV divider valves.
- 12.3.14. Hydraulic Power Units: Hydraulic Power unit shall incorporate the following design/performance/features:
- 12.3.14.1. C Electric Motor: 30 HP, TEFC, 1.15 service factor, 1,800 rpm speed.
- 12.3.14.2. C Electric motor driven, variable displacement, pressure compensated, load sensing hydraulic piston pump.
- 12.3.14.3. C Hydraulic System: Minimum 2,000 psi operating pressure. Each system shall have a minimum of one high pressure filter; one return-line filter; fluid level and low level shutoff gauges; and hydraulic tank.
- 12.3.14.4. C Maximum Flow: 34 gpm.
- 12.3.14.5. C System Pressure: Maximum 3,000 psi.
- 12.3.14.6. C Reservoir Capacity: 55 gallons.
- 12.3.14.7. C Oil Immersion Heater: 2 kW with thermostatic control.
- 12.3.14.8. C Pressure and return oil filters.
- 12.3.14.9. C Air breather filtration.
- 12.3.14.10. C Oil level sight gauge/temperature gauge.
- 12.3.14.11. C Hydraulic Monitor Switches/Circuits: LOW OIL LEVEL, HIGH OIL TEMPERATURE, HIGH PRESSURE OIL-FILTER DIRTY, RETURN OIL-FILTER DIRTY switches.

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- 12.3.15. Electric Control Panel: Power pack control panel to meet the following requirements:
- 12.3.15.1. C Provide starter panel in accordance and listed to UL 508A bearing the mark "Listed Enclosed Industrial Control Panel".
- 12.3.15.2. C Panel shall accept a single 208VAC 3-phase power feed.
- 12.3.15.3. C Panel to include a combination motor starter with fused protection.
- 12.3.15.4. C 208-volt, 3-phase, 60-Hz starter with overload protection.
- 12.3.15.5. C NEMA 4 enclosure with "through-the-door" disconnect.
- 12.3.15.6. C START and STOP pushbuttons for Hydraulic Motor.
- 12.3.15.7. C Contactor and fusing for 208V immersion heater.
- 12.3.15.8. C Contactor and fusing for 208V oil cooler.
- 12.3.15.9. C ELAPSED TIME meter mounted in door.
- 12.3.15.10. C Starter panel mounted and wired to power unit.
- 12.3.15.11. C Panel LED pilot lights for local display of the following:
- 12.3.15.11.1. C HYDRAULIC MOTOR-RUNNING (Green).
- 12.3.15.11.2. C HIGH PRESSURE/FILTER-DIRTY (Red).
- 12.3.15.11.3. C RETURN OIL-FILTER DIRTY (Red).
- 12.3.15.11.4. C HYDRAULIC FLUID-HIGH TEMPERATURE (Red).
- 12.3.15.11.5. C HYDRAULIC FLUID-LOW LEVEL (Red).
- 12.3.16. C Electrical: Contractor to provide all electrical components necessary to connect the power units to the power supply and to the cranes.
- 12.3.17. C Code Compliance: Crane/pedestal boom system shall be constructed to comply with all local, State of Tennessee and Federal safety requirements.
- 12.3.18. Operators Cabs:
- 12.3.18.1. C EHC (Electro-Hydraulic Control) Operators Stations.
- 12.3.18.2. C All steel control cab, 38"x60"x60"H.
- 12.3.18.3. C 1" Sound suppression package.
- 12.3.18.4. C All weather seals.
- 12.3.18.5. C All steel floor with non-skid coating.
- 12.3.18.6. C Paint is standard white.
- 12.3.18.7. C 220 V A/C / Heater mounted at rear of cab.
- 12.3.18.8. C Ergonomic operator's chair, w/ joysticks mounted in armrests.

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12.3.18.9. C Control system junction box.

12.4. C **Installation:**

12.4.1. C The Contractor shall install the knuckleboom crane/pedestal boom system, power units, controls, and all associated electrical, mechanical, and hydraulic equipment in accordance with the manufacturer's written instructions.

12.4.2. C Crane/pedestal boom system anchor bolts shall be cast in-place. Carefully coordinate bolt patten and anchor bolt requirements with manufacturer.

12.4.3. C Mount the power units in the locations as shown on the Drawings in accordance with the crane manufacturer's recommendations. Install anchor bolts and grout and/or equipment pads according to manufacturer's recommendations.

12.5. C **Maintenance services:**

12.5.1. C Successful bidder shall supply and deliver to the City of Franklin specified ongoing maintenance services for the installed equipment purchased pursuant to this solicitation for as long as that equipment is owned by the City, provided that (a) during the first 60 months of service, there shall be no obligation for the City to continue from one month to the next other than issuance by the City of a minimum 30-day notice of intent to discontinue, and (b) after the first 60 months of service, there shall be no obligation for either party to continue from one month to the next other than issuance by either party of a minimum 30-day notice of intent to discontinue.

12.5.2. C Maintenance services shall be as recommended by the manufacturer.

12.5.3. C During the warranty period, maintenance services other than those to be performed by the operator shall be performed only by a certified dealer of the manufacturer.

12.5.4. C Service call onsite response time, maximum: 24 hours for diagnosis to determine problem.

12.5.5. C Any parts needed for repairs that must be shipped shall be shipped overnight to the jobsite, FOB destination, freight prepaid and added.



REFERENCES:

- 1) Hillsborough County NW Transfer
8001 W. Linebaugh Ave.
Tampa, FL 33625
Contact: Jonathan Castro
Phone: 813.264.3899 ext. 42837
castrojo@hillsboroughcounty.org

- 2) Detroit Renewable
5700 Russell Street
Detroit, MI 48211
Contact: Eric Miller
Phone: 603.431.0816
emiller@detroitrenewable.com

- 3) Lankford Resources
152 Lime Kiln Road
Burns, TN 37029
Contact: Kerry Lankford
Phone: 615.446.7627

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No.

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklinton.gov

In the case of Vendor:

Scott Equipment Company
Gary Williams, Sales Rep.

2015_029

1231 Bridgestone Pkwy.

Lawrence, TN 37084

855.495.2580 Fax

gwilliams@scottcompanies.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Affidavit of 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 Rutherford) SS
Affiant, Bobby Cyrus, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Branch V.P. of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Scott Equipment Company, L.L.C.
(legal name of entity submitting bid or proposal)

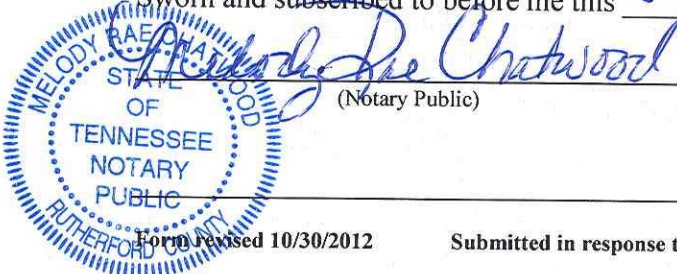
the Bidder or Proposer who has submitted the attached bid or proposal;

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.

Bobby Cyrus
(signature of Affiant)

Branch V.P.
(title of Affiant)

Sworn and subscribed to before me this 8th day of April, 2015



My Commission Expires May 20, 2017

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 Rutherford) SS

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

1. He or she is the Branch V.P. of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Scott Equipment Company, L.L.C.
(legal name of entity submitting bid or proposal)

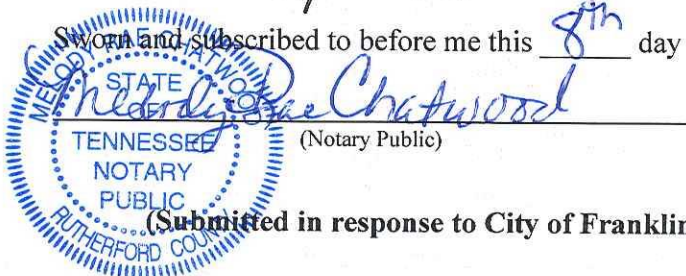
the Bidder or Proposer who has submitted the attached bid or proposal;

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.

Bobby Cyrus
(signature of Affiant)

Branch V.P.
(title of Affiant)

Sworn and subscribed to before me this 8th day of April, 2015



(Notary Public)

My Commission Expires: May 20, 2017

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-029)

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 Rutherford) SS

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

1. He or she is the Branch V.P. of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Scott Equipment Company, L.L.C.,
(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.

Bobby Cyrus
(signature of Affiant)

Branch V.P.
(title of Affiant)

Sworn and subscribed to before me this 8th day of April, 2015

Melody Rae Chatwood
(Notary Public)

My Commission Expires: May 20, 2017



PTB SystemTM

Allied's Pedestal Transfer Boom System for Waste Transfer Stations



Allied PT

The best way to increase tonnage



Allied Construction Products, LLC has developed a new Pedestal Transfer Boom System specifically for the waste transfer industry. It offers consistent reliability and high productivity for lowering waste handling costs. And, it's backed by decades of Allied experience in designing and building Pedestal Transfer Boom Systems for other demanding applications.

Flexibility and safety. This hydraulically-powered system works like a mechanical arm with either 180° or 270° swing rotation for the widest possible working range.

It allows the operator to transfer, sort and compact solid wastes quickly and precisely (either on the station floor or inside a trailer) all with the same piece of equipment.

The Pedestal Transfer Boom System is operated by remote control through a separate console, so the operator can keep a safe distance from the work area.

Load a trailer in minutes. A grapple attachment lets the operator transfer waste to the shredder, compactor or trailer. The operator can also use it to set aside large items for special handling. The system's high speed and capacity make it easy to load a trailer quickly often in as little as three minutes. Contact Factory for availability of other custom grapples.

Full loads every time. Just think what a 30% increase in load factors could do for the bottom line. An optional compaction plate makes that possible by packing more

waste into fewer trailers. And, that can cut transfer costs such as fuel and wear and tear on vehicles significantly.

Economical operation.

System can also save money over the costs to own and operate other types of equipment used to transfer refuse. For example, many companies use large loaders or excavators, which can be more expensive to operate and maintain. Allied's Pedestal Transfer Boom System is powered by an electric motor for economical operation and maintenance can be done in-house.

B System™

Save and reduce costs – the Allied way.

Exceptional reach and flexibility. The transfer boom can rotate either 185°, 190° or up to 300° permitting the widest possible working range. The transfer boom's reach can be customized with boom lengths ranging from 20 feet to 40 feet.

Engineered for the waste transfer industry. The transfer boom and dipper stick are made of structural grade rectangular tubing with heavy reinforcements. The system is designed to handle heavy loads without stress damage.

Operator-friendly. Tailor your operation to provide safety and ergonomically correct, remotely-located, joystick controls for your station operator. Save even more money by providing your loader operator with the ability to control the boom and grapple right from the loader cab with a durable radio remote control transmitter.

Ease of maintenance. Maintenance is made easier with the new Allied PBAS and PPS Series booms. Accessible, raised swing cylinders provide greater mechanical advantage and easier access for servicing.



Allied PTB System™

Transfer Booms

Model	Series	Horizontal Reach* ft. (m)	Lift Capacity lbs. (kg)	Operating Weight** lbs. (kg)	Swing Rotation	Base Dimensions in. (cm)	ABG Gapple Model
1809	PBAS	18 (5.5)	3,350 (1519)	6,825 (3095)	190°	37x48 (95x122)	30B-2
2112	PBAS	21 (6.4)	2,800 (1270)	7,300 (3310)	190°	37x48 (95x122)	30B-2
2311	PPS	23 (7.0)	7,400 (3356)	18,825 (8537)	185°	58x58(147x147)	40B-2/50B-2
2714	PPS	27 (8.2)	6,000 (2721)	19,350 (8776)	185°	58x58(147x147)	40B-2/50B-2
3217	PMS	31 (9.5)	6,100 (2770)	19,600 (8910)	300°	89 (226)	40B-2/50B-2
3922	PMS	39 (12.0)	7,000 (3180)	25,410 (11550)	300°	89 (226)	40B-2/50B-2

* Reach of boom/arm only. Add 4 feet for ABG 30B-2, 4.5 feet for ABG 40B-2 and ABG 50B-2.

** Weight of boom unit only. Add 1,544 lbs. for ABG 30B-2, 2,646 lbs. for ABG 40B-2 and 3,605 lbs. for ABG 50B-2.

Power Units

Model	Electric Motor HP (kW)	Pump Capacity Maximum gpm (lpm)	System Pressure Maximum psi (bar)	Tank Capacity Maximum Oil Volume gal. (liters)	Length in. (cm)	Width in. (cm)	Height in. (cm)	Weight*** lbs. (kg)
3430	30 (25)	34 (130)	3,000 (210)	55 (210)	50 (127)	40 (102)	42 (107)	1,500 (680)
3450	50 (37)	34 (130)	3,000 (210)	55 (210)	50 (127)	40 (102)	42 (107)	1,750 (795)
5875	75 (58)	58 (220)	4,000 (280)	105 (400)	68 (173)	60 (152)	60 (152)	2,275 (1035)

*** Weight less oil/tank empty.

Each Allied Pedestal Transfer Boom System is custom-designed to the customer's specific requirements. Pedestal Transfer Boom Systems may be configured with transfer booms ranging from 20 feet to 40 feet in length and with a wide choice of power units. Purchasers can also choose between an open or closed center hydraulic system.

The power unit (sized to be compatible with the Pedestal Transfer Boom System) can be mounted virtually anywhere. Four models are available ranging from 30HP to 75HP.

The Allied Pedestal Transfer Boom System has been engineered to make maintenance fast and uncomplicated. For example, all transfer boom cylinders use common packings for quick and easy replacement. And, the Pedestal Transfer Boom System also features quick-disconnect test ports to simplify diagnosing and adjusting hydraulic circuits.

Allied even offers on-site service training for waste transfer company employees so most regular service and maintenance tasks can be performed by in-house personnel. All Pedestal Transfer Boom Systems are backed by Allied's warranty and our North American network of more than 150 Distributors who can provide fast and reliable on-site service.

For sales and service, contact your Allied Distributor:



3900 Kelley Avenue, Cleveland, Ohio 44114
Tel: 216-431-2600 Fax: 216-431-2601
e-mail: Sales@AlliedCP.com
website: <http://www.AlliedCP.com>

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2015-0107)

Attachment No. 3

Certificate(s) of Insurance

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

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0107)

Attachment No. 4

Indemnification Agreement



CAREHERE HEALTHSIGNS AGREEMENT

THIS CAREHERE HEALTHSIGNS AGREEMENT (together with any exhibit, schedules or amendments hereto or thereto, this “Agreement”) entered into on the latter of the signature dates listed below (the “Effective Date”), by and between CareHere, LLC, a Tennessee limited liability company with corporate offices at 5141 Virginia Way, Suite 350, Brentwood, Tennessee 37027 (herein, the “Supplier”), and **City of Franklin, Tennessee**, (herein the “City”).

WHEREAS, the City desires to contract for the services of Supplier provided for in this Agreement, which Services the Supplier is desirous of providing, all upon those terms and subject to those conditions provided for herein.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties set forth herein, the parties agree as follows:

ARTICLE I SERVICES

1.01 Scope of Services. Throughout the Term of this Agreement as provided for herein, Supplier shall provide or cause to be provided to City’s Employees (as listed on Exhibit B attached hereto and as may be updated from time to time) comprehensive physical examinations and related services, consisting of health screening and related services, (herein, the “Services”) but such Services shall exclude work-related injuries or ailments which may be covered under a workers’ compensation plan. As of the Effective Date of this Agreement, the Services shall include the items identified on Exhibits A-1 and A-2 attached hereto and any additional Services the Supplier may elect to provide from time to time, after notifying the City thereof and the parties reaching an agreement as to the compensation to be paid by the City for such additional Services.

1.02 Location(s) and Standards. The Services shall be provided at 5141 Virginia Way, Brentwood, Tennessee 37027 (herein, the “Center”), or other mutually agreed upon location, during Supplier’s regular operating hours, or other mutually agreed upon time, and shall meet or exceed the professional standards of care in the community for the applicable medical specialty. The Center so indicated is operated by, and the Services contemplated herein are provided by, licensed medical professionals (herein, the “Medical Staff”).

1.03 Timeliness. Supplier will schedule the rendition of Services in a manner calculated to reduce the in-office waiting time of Employees so as to accommodate Employee work schedules at the City, consistent with the circumstances.

ARTICLE II COMPENSATION

2.01 Compensation. Supplier shall be compensated for the Services at the rates identified for each Service shown on Exhibits A-1 and A-2. Supplier shall not seek any other or further compensation of any kind for the rendition of Services from the City, its Employees or any third persons (including any insurance or other benefit plans which are available to the City or the Employees).

ARTICLE III



TERM AND TERMINATION

3.01 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and continue for a term of one year, provided however, either party may terminate this Agreement upon the occurrence of any of the following:

3.02 Termination for Cause.

(a) The occurrence of an Event of Default hereunder by the other party, where the term “Event of Default” means any of the following: (i) the filing by, or consent to the filing by, a party of a petition for relief under any bankruptcy, insolvency, reorganization or similar law or statute providing for the relief of debtors, or the filing against any such party of any such petition which is not dismissed within sixty (60) days from the date of its filing, or (ii) the failure of a party to pay or cause to be paid any amount provided for in this Agreement and the continuation of such failure for more than five (5) days following such party’s receipt of written notice thereof from the other party, or (iii) the failure of a party to perform or abide by any covenant or undertaking set forth herein (except with respect to payment) and the continuation of such failure for more than thirty (30) days following such party’s receipt of written notice thereof from the other party; or

(b) The determination being made in good faith by a party that the continuation of this Agreement in accordance with its terms does, or is reasonably likely to, result in a violation of applicable law (including regulations of any governmental agency to which a party is subject) or the loss of privileges held by such party under any license, permit or other governmental authorization required in order for such party to continue operations consistent with past practices.

3.03 Termination without Cause. Both parties have the right to terminate this agreement with 30 days prior notice for any or no reason. Written notification must be made to the other party. Amounts due the Supplier for services provided will be due and payable immediately upon the final termination date or the agreement is still in force, including the Section 3 (C) late fee. The termination date will be effective 30 days from the receipt of the written notice.

ARTICLE V COVENANTS

5.01 Covenants of the Supplier. The Supplier covenants and agrees with the City as follows:

(a) **Insurance.** Without expense to the City and at all times during the Term of this Agreement, Supplier shall maintain, or cause the Medical Staff who provide the Services at the Center to maintain, a minimum of such lines and limits of insurance coverage as specified in Exhibit B attached hereto, and otherwise shall comply with the Insurance Requirements provisions of Exhibit B.

(b) **Use of City Name.** Supplier agrees not to use the name or trade name of the City, or any trademark, trade device, service mark or symbol of the City, in any written materials promoting the Supplier’s services in any location; provided that the foregoing restriction and agreement shall not apply to (i) communications with Employees of the City concerning the Services which are undertaken by the Supplier during the Term of this Agreement or (ii) advertisements or other promotional materials produced or published by the City which, during the Term hereof, identify the City and



others similarly situated as being persons for whom the Supplier provides the Services contemplated herein. However, in using the name of the City, no use shall be made of any City logo, trademark or other identifying symbol without first obtaining the written approval of the City.

(c) **HIPAA Privacy Regulations.** At all times during the Term of this Agreement and following its termination, Supplier will protect the privacy of all Protected Health Information (“PHI”) according to the standards, specifications and requirements established by applicable law, including the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, “HIPAA”) and any more stringent requirements imposed by any State or local law. All such information shall be deemed “Confidential Information” for all purposes of this Agreement.

(1) The City acknowledges that such requirement may prohibit the City being given access to any PHI or other Confidential Information which is created, received, developed or maintained by the Supplier. For purposes of this Agreement, the term “Protected Health Information” shall have the meaning ascribed to it pursuant to the HIPAA and regulations promulgated thereunder.

(2) Except as otherwise required or permitted by applicable law, Supplier will use Confidential Information solely as necessary to provide the Services to the Employee to whom the Confidential Information pertains. Supplier shall use reasonable means to avoid unlawful or prohibited disclosure of Confidential Information, using standards at least as stringent as required by applicable law and regulations and at least as stringent as those it employs with respect to its own confidential and proprietary information.

(3) The City represents that, to the extent it or any affiliate of City, is itself deemed to be a “covered entity” under HIPAA or receives PHI from a health plan pursuant to an agreement described in 45 CFR § 164.504(f), it is in compliance with the requirements of such law or agreement. Supplier shall have no responsibility to verify or oversee City’s compliance with such laws or agreements.

(d) **Permits and Licenses.** Supplier represents and warrants that it has, and covenants and agrees that it shall at its own cost and expense maintain all governmental licenses and permits necessary for it to enter into this Agreement and to provide the Services contemplated hereby.

(e) **Compliance With Law.** In providing the Services contemplated hereby, Supplier shall comply with all applicable laws (including regulations) which govern the providing of such Services and/or the use of any information or materials obtained in the performance of this Agreement.

ARTICLE VI MISCELLANEOUS

6.01 Relationship of the Parties. Supplier agrees that in performance of this Agreement, Supplier shall act as an independent contractor for all purposes including, but not limited to, matters relating to taxes, and none of Supplier’s employees, contractors and agents shall be subject to the control, supervision and authority of the City or its TPA. This Agreement does not make or appoint Supplier the agent of the City or its TPA for any purposes.



6.02 Entire Agreement; Waiver; Amendment. This Agreement, including the City's Standard Procurement Terms and Conditions ("Exhibit C") attached hereto, the City's Affidavit of Drug-Free Workplace ("Exhibit D") attached hereto, the City's Affidavit of Title VI Compliance ("Exhibit E") attached hereto, the City's Indemnification Agreement ("Exhibit F") attached hereto, OSHA Respirator Medical Evaluation Questionnaire (Exhibit G") attached hereto, and the Exhibits A and B provided for herein and attached hereto, contains the entire agreement and understanding between the parties with regard to the subject hereof and supersedes and terminates any and all prior agreements, whether written or oral, with respect to the subject matter hereof. Any amendments, additions or modifications to this Agreement must be in writing and signed by authorized representatives of the parties. A waiver of a breach of any provision under this Agreement shall not operate as a waiver of any subsequent breach or violation hereunder.

6.03 Assignment. Except as provided in this Section 6.03, neither party hereto shall assign its rights under this Agreement to any person without the prior written consent of the other party; provided, however: (i) the Supplier has contracts with the Medical Staff or with entities which employ the Medical Staff to provide the Services in accordance with all of the requirements of this Agreement; and (ii) the parties may assign this Agreement to any entity (a) which controls, is controlled by or is under common control with such party, or (b) which acquires all or substantially all of such party's assets and business or with which such party shall merge or consolidate.

6.04 Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The descriptive headings used to delineate Sections contained in this Agreement are inserted for convenience only, do not constitute a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

6.07 Counterparts. For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(The Remainder of this Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date of this Agreement.

SUPPLIER:

CareHere, LLC

By (sign): _____

By (print): Ernest Clevenger

Title: CEO

Date: 04/14/2015

CITY:

City of Franklin, Tennessee

By (sign): _____

By (print): Ken Moore, M.D.

Title: Mayor

Date: _____



**EXHIBIT A-1
SERVICES**

Description of Service	Estimated quantities per year	Fee Payable
Base physical medical exam, including blood sample and urine specimen collection and laboratory analysis services	150	\$500/person
Chest X-rays	30	\$30.00/person
PSA	30	\$10.00/person
TB screen	150	\$20.00/person
Hepatitis B antibody screening (Titer Test)	27	\$15.00/person
Hepatitis C screening	30	\$20.00/person

Where required by applicable law (including the law of the State wherein the Center exists), billing for the foregoing will be done separately by laboratory testing facilities, the Medical Staff or others who perform tests and examinations in respect to the foregoing.

EXHIBIT A-2 LAB TESTING

Chemistry Screen

- Glucose
- Sodium
- Potassium
- Chloride
- Urea Nitrogen (BUN)
- eGFR
- Creatinine
- BUN/Creatinine ratio
- Uric Acid
- Inorganic Phosphorus
- Calcium
- Iron (TIBC)
- Total Protein
- Albumin
- Globulin
- Albumin/Globulin Ratio
- Total Bilirubin – Liver Function
- Direct Bilirubin
- Alkaline Phosphatase – Liver Function
- Gamma-GT
- AST (SGOT)
- ALT (SGPT)
- LDH – Heart Enzyme

Lipids

- Triglycerides
- Cholesterol, Total
- HDL-High Density Lipoprotein Cholesterol
- LDL-Low Density Lipoprotein Cholesterol
- VLDL-Very Low Density Lipoprotein Cholesterol
- Cholesterol / HDL-Cholesterol
- Estimated Coronary Heart Disease Risk

Urinalysis

- Color
- Appearance
- Specific gravity

- pH
- Protein
- Glucose
- Microscopic examination of urine sediment
- Ketones
- Occult blood
- Leukocyte esterase
- Nitrite
- Bilirubin
- Urobilinogen

Thyroid

- Thyroid-stimulating Hormone (TSH)
- Thyroxine (T4)
- T3 Uptake
- Free Thyroxine Index

Complete Blood Count (CBC)

- White Blood Count (WBC)
- Red Blood Count (RBC)
- Hematocrit
- Platelets
- Lymphs
- Monocytes
- Eos
- Hemoglobin
- Mean Corpuscular Volume (MCV)
- Mean Corpuscular Hemoglobin (MCH)
- Mean Corpuscular Hemoglobin Concentration (MCHC)
- Polymorphonuclear Neutrophils (Polys)
- Basos

Audiometric Testing:

- Testing at frequencies 500 up 8000Hz
- Testing on each ear completed separately
- Date and Time of Audiogram
- Examiner's name and CAOHC Certification Number

Fire Department Physical Requirements

Overview

The City of Franklin seeks a qualified service provider to perform firefighter annual physical medical examinations pursuant to (a) the requirements of NFPA 1582 (2013 edition), (b) applicable OSHA standards, and (c) in accordance with the employee's age, previous medical history and previous medical tests. The service provider must be able to perform all aspects of the physical without the need to outsource with the exception of the blood sample, urine specimen collection, TB Titers and the laboratory analysis services.

This process is expected to occur in two phases.

Phase 1 will consist of blood sample, urine specimen collection and TB Titer administration services that shall be arranged and scheduled by the physical service provider and the fire department over 6 consecutive days and between the hours of 6am-10am CST. They shall be conducted in accordance with the chart below and at the locations provided.

Blood sample, urine specimen collection and TB Titer Administration			Read TB Titer results for all from days 1-3 and * administer blood sample and urine specimen collection for any who were off on days 1-3		
Day 1	Day 2	Day 3	*Day 4	*Day 5	*Day 6
Station 1 – 14	Station 1 – 14	Station 1 – 14	Station 1	Station 1	Station 1
Station 2 – 20	Station 2 – 20	Station 2 – 20	Station 2	Station 2	Station 2
Station 3 – 13	Station 3 – 13	Station 3 – 13	Station 3	Station 3	Station 3
			Station 4	Station 4	Station 4
			Station 5	Station 5	Station 5
			Station 6	Station 6	Station 6
			Station 7	Station 7	Station 7

* There would be approximately 8 personnel each day needing blood sample and urine collection for days 4, 5 and 6.

Station 1	500 New Highway 96 West
Station 2	907 Murfreesboro Rd
Station 3	298 Seaboard Lane
Station 4	2035 Fieldstone Prky
Station 5	215 Noah Dr
Station 6	1061 Cool Springs Blvd
Station 7	4201 Long Lane

Fire Department Physical Requirements

Laboratory analysis shall include:

Chemistry Screen

- Glucose
- Sodium
- Potassium
- Chloride
- Urea Nitrogen (BUN)
- eGFR
- Creatinine
- BUN/Creatinine ratio
- Uric Acid
- Inorganic Phosphorus
- Calcium
- Iron (TIBC)
- Total Protein
- Albumin
- Globulin
- Albumin/Globulin Ratio
- Total Bilirubin – Liver Function
- Direct Bilirubin
- Alkaline Phosphatase – Liver Function
- Gamma-GT
- AST (SGOT)
- ALT (SGPT)
- LDH – Heart Enzyme

Lipids

- Triglycerides
- Cholesterol, Total
- HDL-High Density Lipoprotein Cholesterol
- LDL-Low Density Lipoprotein Cholesterol
- VLDL-Very Low Density Lipoprotein Cholesterol
- Cholesterol / HDL-Cholesterol
- Estimated Coronary Heart Disease Risk

Urinalysis

- Color
- Appearance
- Specific gravity
- pH
- Protein
- Glucose
- Microscopic examination of urine sediment
- Ketones
- Occult blood
- Leukocyte esterase
- Nitrite
- Bilirubin
- Urobilinogen

Thyroid

- Thyroid-stimulating Hormone (TSH)
- Thyroxine (T4)
- T3 Uptake
- Free Thyroxine Index

Complete Blood Count (CBC)

- White Blood Count (WBC)
- Red Blood Count (RBC)
- Hematocrit
- Platelets
- Lymphs
- Monocytes
- Eos
- Hemoglobin
- Mean Corpuscular Volume (MCV)
- Mean Corpuscular Hemoglobin (MCH)
- Mean Corpuscular Hemoglobin Concentration (MCHC)
- Polymorphonuclear Neutrophils (Polys)
- Basos

Audiometric Testing:

- Testing at frequencies 500 up 8000Hz
- Testing on each ear completed separately
- Date and Time of Audiogram
- Examiner's name and CAOHC Certification Number

Fire Department Physical Requirements

Phase 2 shall encompass the remaining physical elements as outlined below and must meet OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582 and shall include:

- Comprehensive Medical History – All necessary forms shall be provided by the service provider.
- Physical Medical Examination - Comprehensive physical medical exam shall include: head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check.
- Vitals – Height, Weight and Blood Pressure.
- Body Composition – Bio Impedance Analysis (BIA).
- Pulmonary Function Testing (PFT).
- Vision – Snellen (distance) screening. Corrected and Uncorrected.
- Chest X-Rays – Initial baseline and to be repeated every five (5) years unless medically indicated. The service provider should review previous medical records to determine personnel requiring this test.
- EKG – 12-lead resting electrocardiogram.
- PSA's on all white males over 50, black males over 40, and any other males with a family history of prostate cancer.
- WFI Submaximal Graded Treadmill Evaluation - to evaluate aerobic capacity (per NFPA 1582 C.2.1.3).
- Jackson System Strength Testing – Muscular Strength: includes grip, leg and arm strength (per NFPA 1582 C.2.1.5, C2.1.6 & C 2.1.7) or an alternative method that is equivalent to the Jackson Strength Evaluation System Provider must provide documentation that the alternative method is equivalent.
- Flexibility: sit & reach (per NFPA 1582 C.2.1.12).
- Muscular Endurance: push-up & static plank (per NFPA 1582 C.2.1.9 & C.2.1.11).
- One-on-one consultation with licensed medical provider.
- Copy of results and interpretations shall be provided to each firefighter in a sealed envelope.

Fire Department Physical Requirements

In addition, the following criteria is to be adhered to.

- Clearance letters shall be provided to an authorized representative of the City's Human Resources Department within five (5) days of the physical medical examination if there are no medical issues requiring follow up.
- If an employee is deemed not fit for duty
 - The service provider shall notify an authorized representative of the Franklin Fire Department within thirty (30) minutes of the completion of the physical medical examination for that employee.
 - The service provider's notification of such conclusion shall indicate whether the employee could function in a light-duty capacity and, if so, the notification shall contain appropriate job performance restrictions.
 - Then the service provider shall notify an authorized representative of the City's Human Resources Department within one (1) City business day of the completion of the physical medical examination for that employee and provide information about the particulars of the cause(s) of the employee having been deemed not fit for duty sufficient for the City to know from what specialist and for what condition a subsequent medical clearance would be necessary.
- Service provider shall produce a summary report of all firefighter annual physical medical examinations performed for the Franklin Fire Department. Summary report shall include relevant averages, ranges, and annual comparison statistics.
- Service provider shall have ready access to all medical files and records and be available to consult with individual employees and/or an authorized representative of the City as needed.
- Service provider shall offer to the employee referrals for any medical issues identified during examinations.
- Service provider shall have a thorough understanding of the thirteen (13) essential tasks required of firefighters as promulgated by NFPA.
- The service provider must be able to perform all aspects of the physical without the need to outsource with the exception of the blood sample, urine specimen collection, TB Titers and the laboratory analysis services.

Fire Department Physical Requirements

Fee for proposed products and services:

Below, the City has estimated the quantities of each service the City anticipates may be rendered. The estimated quantities listed below are merely projections and do not represent a guaranteed minimum or maximum volume of services to be rendered.

Services to be quoted	Notes, if any	Estimated quantities per year
Basic physical medical exam, including blood sample and urine specimen collection and laboratory analysis services	to include all services identified in section 11.4 above except those listed below	135
Chest X-rays	initial baseline and to be repeated every five (5) years unless medically indicated	27
PSA	on all white males over 50, black males over 40, and any other males with a family history of prostate cancer	27
TB screen		135
Hepatitis B antibody screening (Titer Test)		27
Hepatitis C screening		30
HIV screening		10

Insurance Requirements

The service provider shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured with <u>attachment</u> of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Professional Liability – Medical Malpractice	\$2,000,000 Combined Single Limit	Certificate Holder only

Fire Department Physical Requirements

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful proposer shall immediately suspend work or supply unless and until it provides, prior to said insurance coverage expiration, 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.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful proposer shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of knowing or being notified itself of such learning, notify the City of any such material modification or cancelation.

The successful proposer agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

Services to be quoted:	Estimated quantities this year:	Unit price, to be expressed in terms of U.S. dollars per person per service:
Basic physical medical exam, including blood sample and urine specimen collection and laboratory analysis services	150	\$500/person
Chest X-rays	30	\$30/person
PSA	30	\$10/person
TB screen	150	\$20/person
Hepatitis B antibody screening (Titer Test)	27	\$15/person
Hepatitis C screening	30	\$20/person

Standard Procurement Terms and Conditions City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. _____

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:

CareHere

Attn: Ben Baker

5141 Virginia Way

Suite 350

Brentwood, TN 37027

FAX: 615-

bbaker@carehere.com

Standard Procurement Terms and Conditions City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions City of Franklin, Tennessee

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

Affidavit of 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, Ben Baker, deposes and makes oath that:
 (printed name of person signing Affidavit)

1. He or she is the Chief Operating Officer of
 (Owner or Authorized Partner, Officer, Representative or Agent of Owner)
CareHere, LLC,
 (legal name of entity submitting bid or proposal)

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

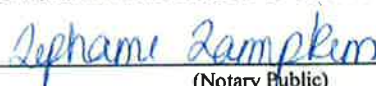
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at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


 (signature of Affiant)

Chief Operating Officer

(title of Affiant)

Sworn and subscribed to before me this 24th day of March, 20 15


 (Notary Public)

My Commission Expires: 9/10/18



Exhibit E to CoF Contract No. 2015-0097

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, Ben Baker, deposes and makes oath that:
 (printed name of person signing Affidavit)

1. He or she is the Chief Operating Officer of
 (Owner or Authorized Partner, Officer, Representative or Agent of Owner)
CareHere, LLC,
 (legal name of entity submitting bid or proposal)

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

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

[Signature]
 (signature of Affiant)

Chief Operating Officer
 (title of Affiant)

Sworn and subscribed to before me this 24th day of March, 20 15

[Signature]
 (Notary Public)

My Commission Expires: 9/10/18



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

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

1. He or she is the Chief Operating Officer of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
CareHere, LLC,
(legal name of entity submitting bid or proposal)

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

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


(signature of person whose printed name appears above)

Chief Operating Officer
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. CareHere, LLC -)

Form revised 02/25/2005

OSHA Respirator Medical Evaluation Questionnaire
(Mandatory) **1910.134 App C**

Regulations (Standards - 29 CFR)

• Part Number:	1910
• Part Title:	Occupational Safety and Health Standards
• Subpart:	I
• Subpart Title:	Personal Protective Equipment
• Standard Number:	<u>1910.134 App C</u>
• Title:	OSHA Respirator Medical Evaluation Questionnaire (Mandatory).

**Appendix C to Sec. 1910.134: OSHA Respirator Medical Evaluation Questionnaire
(Mandatory)**

To the employer: Answers to questions in Section 1. and to question 9 in Section 2 of Part A, do not require a medical examination.

To the employee:

Can you read (circle one): Yes/No

Your employer must allow you to answer this questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain your confidentiality, your employer or supervisor must not look at or review your answers, and your employer must tell you how to deliver or send this questionnaire to the health care professional who will review it.

Part A. Section 1. (Mandatory) The following information must be provided by every employee who has been selected to use any type of respirator (please print).

1. Today's date: _____

2. Your name: _____

3. Your age (to nearest year): _____

4. Sex (circle one): Male/Female

5. Your height: _____ ft. _____ in.

6. Your weight: _____ lbs.

7. Your job title: _____

8. A phone number where you can be reached by the health care professional who reviews this questionnaire (include the Area Code): _____

9. The best time to phone you at this number: _____

10. Has your employer told you how to contact the health care professional who will review this questionnaire (circle one): Yes/No

11. Check the type of respirator you will use (you can check more than one category):

- a. _____ N, R, or P disposable respirator (filter-mask, non- cartridge type only).
- b. _____ Other type (for example, half- or full-facepiece type, powered-air purifying, supplied-air, self-contained breathing apparatus).

12. Have you worn a respirator (circle one): Yes/No

If "yes," what type(s): _____

Part A. Section 2. (Mandatory) Questions 1 through 9 below must be answered by every employee who has been selected to use any type of respirator (please circle "yes" or "no").

1. Do you **currently** smoke tobacco, or have you smoked tobacco in the last month: Yes/No

2. Have you **ever had** any of the following conditions?

- a. Seizures (fits): Yes/No
- b. Diabetes (sugar disease): Yes/No
- c. Allergic reactions that interfere with your breathing: Yes/No
- d. Claustrophobia (fear of closed-in places): Yes/No
- e. Trouble smelling odors: Yes/No

3. Have you **ever had** any of the following pulmonary or lung problems?

- a. Asbestosis: Yes/No
- b. Asthma: Yes/No
- c. Chronic bronchitis: Yes/No
- d. Emphysema: Yes/No
- e. Pneumonia: Yes/No
- f. Tuberculosis: Yes/No
- g. Silicosis: Yes/No
- h. Pneumothorax (collapsed lung): Yes/No
- i. Lung cancer: Yes/No
- j. Broken ribs: Yes/No
- k. Any chest injuries or surgeries: Yes/No
- l. Any other lung problem that you've been told about: Yes/No

4. Do you currently have any of the following symptoms of pulmonary or lung illness?

- a. Shortness of breath: Yes/No
- b. Shortness of breath when walking fast on level ground or walking up a slight hill or incline: Yes/No
- c. Shortness of breath when walking with other people at an ordinary pace on level ground: Yes/No
- d. Have to stop for breath when walking at your own pace on level ground: Yes/No
- e. Shortness of breath when washing or dressing yourself: Yes/No
- f. Shortness of breath that interferes with your job: Yes/No
- g. Coughing that produces phlegm (thick sputum): Yes/No
- h. Coughing that wakes you early in the morning: Yes/No
- i. Coughing that occurs mostly when you are lying down: Yes/No
- j. Coughing up blood in the last month: Yes/No
- k. Wheezing: Yes/No
- l. Wheezing that interferes with your job: Yes/No
- m. Chest pain when you breathe deeply: Yes/No
- n. Any other symptoms that you think may be related to lung problems: Yes/No

5. Have you **ever had** any of the following cardiovascular or heart problems?

- a. Heart attack: Yes/No
- b. Stroke: Yes/No
- c. Angina: Yes/No
- d. Heart failure: Yes/No
- e. Swelling in your legs or feet (not caused by walking): Yes/No
- f. Heart arrhythmia (heart beating irregularly): Yes/No
- g. High blood pressure: Yes/No
- h. Any other heart problem that you've been told about: Yes/No

6. Have you **ever had** any of the following cardiovascular or heart symptoms?

- a. Frequent pain or tightness in your chest: Yes/No
- b. Pain or tightness in your chest during physical activity: Yes/No
- c. Pain or tightness in your chest that interferes with your job: Yes/No
- d. In the past two years, have you noticed your heart skipping or missing a beat: Yes/No
- e. Heartburn or indigestion that is not related to eating: Yes/ No
- f. Any other symptoms that you think may be related to heart or circulation problems: Yes/No

7. Do you **currently** take medication for any of the following problems?

- a. Breathing or lung problems: Yes/No
- b. Heart trouble: Yes/No
- c. Blood pressure: Yes/No
- d. Seizures (fits): Yes/No

8. If you've used a respirator, have you ever had any of the following problems? (If you've never used a respirator, check the following space and go to question 9:)

- a. Eye irritation: Yes/No
- b. Skin allergies or rashes: Yes/No
- c. Anxiety: Yes/No
- d. General weakness or fatigue: Yes/No
- e. Any other problem that interferes with your use of a respirator: Yes/No

9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire: Yes/No

Questions 10 to 15 below must be answered by every employee who has been selected to use either a full-facepiece respirator or a self-contained breathing apparatus (SCBA). For employees who have been selected to use other types of respirators, answering these questions is voluntary.

10. Have you ever lost vision in either eye (temporarily or permanently): Yes/No

11. Do you currently have any of the following vision problems?

- a. Wear contact lenses: Yes/No
- b. Wear glasses: Yes/No
- c. Color blind: Yes/No
- d. Any other eye or vision problem: Yes/No

12. Have you ever had an injury to your ears, including a broken ear drum: Yes/No

13. Do you currently have any of the following hearing problems?

- a. Difficulty hearing: Yes/No
- b. Wear a hearing aid: Yes/No
- c. Any other hearing or ear problem: Yes/No

14. Have you ever had a back injury: Yes/No

15. Do you currently have any of the following musculoskeletal problems?

- a. Weakness in any of your arms, hands, legs, or feet: Yes/No
- b. Back pain: Yes/No
- c. Difficulty fully moving your arms and legs: Yes/No
- d. Pain or stiffness when you lean forward or backward at the waist: Yes/No
- e. Difficulty fully moving your head up or down: Yes/No
- f. Difficulty fully moving your head side to side: Yes/No
- g. Difficulty bending at your knees: Yes/No
- h. Difficulty squatting to the ground: Yes/No
- i. Climbing a flight of stairs or a ladder carrying more than 25 lbs: Yes/No
- j. Any other muscle or skeletal problem that interferes with using a respirator: Yes/No

Part B Any of the following questions, and other questions not listed, may be added to the questionnaire at the discretion of the health care professional who will review the questionnaire.

1. In your present job, are you working at high altitudes (over 5,000 feet) or in a place that has lower than normal amounts of oxygen: Yes/No

If "yes," do you have feelings of dizziness, shortness of breath, pounding in your chest, or other symptoms when you're working under these conditions: Yes/No

2. At work or at home, have you ever been exposed to hazardous solvents, hazardous airborne chemicals (e.g., gases, fumes, or dust), or have you come into skin contact with hazardous chemicals: Yes/No

If "yes," name the chemicals if you know them: _____

3. Have you ever worked with any of the materials, or under any of the conditions, listed below:

- a. Asbestos: Yes/No
- b. Silica (e.g., in sandblasting): Yes/No
- c. Tungsten/cobalt (e.g., grinding or welding this material): Yes/No
- d. Beryllium: Yes/No
- e. Aluminum: Yes/No
- f. Coal (for example, mining): Yes/No
- g. Iron: Yes/No
- h. Tin: Yes/No
- i. Dusty environments: Yes/No
- j. Any other hazardous exposures: Yes/No

If "yes," describe these exposures: _____

4. List any second jobs or side businesses you have: _____

5. List your previous occupations: _____

6. List your current and previous hobbies: _____

7. Have you been in the military services? Yes/No

If "yes," were you exposed to biological or chemical agents (either in training or combat)
Yes/No

8 Have you ever worked on a HAZMAT team? Yes/No

9. Other than medications for breathing and lung problems, heart trouble, blood pressure, and seizures mentioned earlier in this questionnaire, are you taking any other medications for any reason (including over-the-counter medications): Yes/No

If "yes," name the medications if you know them: _____

10. Will you be using any of the following items with your respirator(s)?

- a. HEPA Filters: Yes/No
- b. Canisters (for example, gas masks): Yes/No
- c. Cartridges: Yes/No

11. How often are you expected to use the respirator(s) (circle "yes" or "no" for all answers that apply to you)?:

- a. Escape only (no rescue): Yes/No
- b. Emergency rescue only: Yes/No
- c. Less than 5 hours **per week**: Yes/No
- d. Less than 2 hours **per day**: Yes/No
- e. 2 to 4 hours per day: Yes/No
- f. Over 4 hours per day: Yes/No

12. During the period you are using the respirator(s), is your work effort:

- a. **Light** (less than 200 kcal per hour): Yes/No

If "yes," how long does this period last during the average shift: _____ hrs. _____ mins.

Examples of a light work effort are **sitting** while writing, typing, drafting, or performing light assembly work; or **standing** while operating a drill press (1-3 lbs.) or controlling machines.

- b. **Moderate** (200 to 350 kcal per hour): Yes/No

If "yes," how long does this period last during the average shift: _____ hrs. _____ mins.

Examples of moderate work effort are **sitting** while nailing or filing; **driving** a truck or bus in urban traffic; **standing** while drilling, nailing, performing assembly work, or transferring a moderate load (about 35 lbs.) at trunk level; **walking** on a level surface about 2 mph or down a 5-degree grade about 3 mph; or **pushing** a wheelbarrow with a heavy load (about 100 lbs.) on a level surface.

- c. **Heavy** (above 350 kcal per hour): Yes/No

If "yes," how long does this period last during the average shift: _____ hrs. _____ mins.

Examples of heavy work are **lifting** a heavy load (about 50 lbs.) from the floor to your waist or shoulder; working on a loading dock; **shoveling**; **standing** while bricklaying or chipping castings; **walking** up an 8-degree grade about 2 mph; climbing stairs with a heavy load (about 50 lbs.).

13. Will you be wearing protective clothing and/or equipment (other than the respirator) when you're using your respirator: Yes/No

If "yes," describe this protective clothing and/or equipment: _____

14. Will you be working under hot conditions (temperature exceeding 77 deg. F): Yes/No

15. Will you be working under humid conditions: Yes/No

16. Describe the work you'll be doing while you're using your respirator(s):

17. Describe any special or hazardous conditions you might encounter when you're using your respirator(s) (for example, confined spaces, life-threatening gases):

18. Provide the following information, if you know it, for each toxic substance that you'll be exposed to when you're using your respirator(s):

Name of the first toxic substance: _____
Estimated maximum exposure level per shift: _____
Duration of exposure per shift: _____
Name of the second toxic substance: _____
Estimated maximum exposure level per shift: _____
Duration of exposure per shift: _____
Name of the third toxic substance: _____
Estimated maximum exposure level per shift: _____
Duration of exposure per shift: _____
The name of any other toxic substances that you'll be exposed to while using your respirator: _____

19. Describe any special responsibilities you'll have while using your respirator(s) that may affect the safety and well-being of others (for example, rescue, security):

**MEMORANDUM OF UNDERSTANDING BETWEEN WILLIAMSON COUNTY, THE CITY OF
FRANKLIN, AND THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE
FOR PREPARATION AND RESPONSE TO DISASTER THROUGH
THE WILLIAMSON COUNTY DISASTER RESPONSE FUND**

This MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____ 2015, between WILLIAMSON COUNTY, TENNESSEE ("COUNTY"), the CITY OF FRANKLIN, TENNESSEE ("CITY"), AND THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE ("CFMT").

The purpose of this agreement is to establish cooperation between Williamson County, the City of Franklin, and The Community Foundation of Middle Tennessee in preparing for and responding to disaster in Williamson County, Tennessee.

It is AGREED:

1. The Community Foundation of Middle Tennessee ("CFMT") will:

GENERAL:

- a) Serve as the centralized collection and distribution system for managing non-designated donations of cash, securities and credit card donations (hereafter "donations") which will be distributed to benefit local disaster victims through local nonprofit organizations, religious institutions, and/or entities of government.
- b) Provide a CFMT staff member to act as the Emergency Services Coordinator (ESC), as well as an alternate to ensure 24-hour availability to the Williamson County Emergency Operations Center (WCEOC), when requested by the Williamson County Emergency Management Agency ("EMA"). The CFMT will provide background information for their assigned ESCs to the EMA for background checks/credentialing. Should the disaster affect Middle Tennessee broadly, it may be impossible or inadvisable for CFMT staff to get to the WCEOC. In such cases, The CFMT will focus on activating online and other communications to promote and facilitate contributions in support of the affected areas of Middle Tennessee with special regard to Williamson County's unique needs. Such work will be handled centrally.
- c) Utilize information provided from the damage and needs assessments of the EMA to request donations from the public. Cash donations will be encouraged and unneeded in-kind goods will be discouraged by all parties to this agreement.
- d) Provide to the EMA a copy of its own agency disaster preparedness plan, if requested.

CONTRIBUTIONS:

- e) Establish, in conjunction with the EMA, a communications plan to solicit donations from individuals, corporations and foundations for The Williamson County Disaster Response Fund ("the Fund").
- f) Collect cash, non-cash, securities and credit card donations at The Community Foundation of Middle Tennessee by hand delivery, mail, or through electronic transfer, and, deposit said contributions into the Fund at The Community Foundation of Middle Tennessee in accordance with The CFMT's procedures.

- g) Solicit, primarily, online financial donations. Donations through the mail and other means will, of course, also be encouraged.
- h) Manage and account for donations including acknowledging the donations and issuing charitable tax receipts to the donors as appropriate.
- i) Field and respond to telephone inquiries regarding donations at a number released through joint communications.
- j) Coordinate with EMA to field donation calls, as needed.
- k) Create, and update when appropriate, a phone script about specific methods for donating that can be used by EMA, City, and County hotlines and other public information opportunities.

GRANT DISTRIBUTIONS:

- l) Manage the distribution of donations to those nonprofits serving victims of the disaster and provide guidelines for the use of and accountability for these distributions.
 - m) Convene and facilitate the work of The Williamson County Disaster Response Fund Advisory Committee, which is comprised of a representative of the: Williamson County Mayor, City of Franklin Mayor, Williamson County Emergency Management Agency, Williamson County Chamber of Commerce, United Way of Williamson County, faith-based community in Williamson County, local corporations, and representatives from The Community Foundation of Middle Tennessee which may include the President, Board Chair, and/or designated Board representatives, and other community leaders as deemed appropriate. This Committee will evaluate all requests for assistance and will recommend distributions from the Fund to tax-exempt, non-profit organizations assisting in the efforts to rebuild lives and address the needs of the Williamson County community in the wake of disaster. As a result, members should be prepared to meet as needed and sometimes at short notice. It is vital to the effectiveness of this Body, that there be continuity in representation so those named to the Committee will not be able to send substitutes, no matter how busy they are. As the charitable repository for cash, securities and credit card donations, The Community Foundation of Middle Tennessee must maintain ultimate authority and control over all property of the Fund.
 - n) Notify the City, County, and EMA, as well as the Committee members themselves, of any meetings of The Williamson County Disaster Response Fund Advisory Committee.
 - o) Establish procedures necessary to track Fund activity for reporting to State, Federal and local agencies, as well as to the public.
 - p) Require, in grant award agreements, the funded agency to inform recipients of services provided through awards from The Williamson County Disaster Response Fund that those services/supports were funded through The Williamson County Disaster Response Fund of The Community Foundation of Middle Tennessee. Also require the funded agency to acknowledge funding from The Williamson County Disaster Response Fund of The Community Foundation of Middle Tennessee in its public information such as: websites, newsletters, press releases, and social media.
 - q) Serve as a member of the Long Term Recovery Committee to oversee financial components of the recovery process, if possible.
2. Williamson County and The City of Franklin ("County/City") will:
- a) During Emergency Activation, notify The Community Foundation's Emergency Services Coordinator (ESC) through the means they deem appropriate (phone call or email) and advise them of their role in the activation of the Williamson County Emergency Operations Center (WCEOC). If the activation scenario does not warrant the mobilization of a donation ESC or the scope and circumstance of the disaster make it

- impossible or inadvisable for the CFMT to be represented in the WCEOC, the EMA will brief The Community Foundation of Middle Tennessee about the situation.
- b) Provide official photograph credentialing/access to all CFMT individuals who are designated ESC's. Provide a brief EMA orientation and tour to these ESCs to answer key questions about their roles.
 - c) Assist the CFMT in formulating metrics for tracking donations during a declared incident, to facilitate the integration of results from the CFMT into the overall disaster declaration report as necessary.
 - d) Notify the CFMT of all appropriate internal training opportunities for the CFMT staff, make the CFMT aware of external training opportunities available through various state/federal agencies, and include the CFMT in the planning and execution of any relevant exercises or drills that test WCEOC activation. CFMT attendance is not mandatory.
 - e) Notify and invite representatives from the CFMT to any activation of an Unmet Needs or Long-Term Recovery Committee, ensure that the discussion of cash/grant needs is prominent in the training.
 - f) Designate an EMA representative to serve on The Williamson County Disaster Response Fund Advisory Committee to assist with the development of grant-making priorities pursuant to each specific disaster.
 - g) Create a security/safety management plan for the collection of monetary donations, in coordination with Franklin or Williamson County Law enforcement, if needed.
 - h) Assist in engaging the County/City IT Departments to provide the appropriate technology and equipment to assist in donation intake, if needed. Technology and equipment may include but will not be limited to phones, phone lines, and computers during a declared incident.
 - i) Assist in engaging the County/City staff support for entry and processing of donation information, if needed.
 - j) Provide information to the CFMT from the damage and needs assessments, to help inform the distribution of grants.
 - k) Encourage cash donations and discourage unneeded in-kind goods in all communications.
 - l) Refer County/City/EMA Hotline callers who want to make monetary donations to The Williamson County Disaster Response Fund.
 - m) Include the CFMT as a recipient of all press releases issued from the Williamson County Emergency Operations Center (WCEOC).

3. General Communication between The Community Foundation of Middle Tennessee, Williamson County, and The City of Franklin:

As partners, the County, the City and CFMT have a shared goal: effective and quick mobilization to help the citizens of Williamson County recover from catastrophic events. We can assist each other most effectively with open and transparent communication. If a disaster is regional, The CFMT, Williamson County, and The City of Franklin will evaluate appropriate staffing and messaging to the general public. This includes reciprocity in the following areas:

The County, City and CFMT will:

- a) Designate a lead staff person to manage the relationship between agencies.
- b) Meet annually to review the partnership and make improvements to procedures or the overall essential support function.

- c) Include the designated staff representative in meetings, public forums other opportunities that will improve the relationship, the fulfillment of this MOU or generally build learning and good will between the partners.
 - d) Update each other with names and contact information for staff assigned to this function.
4. The parties to this MOU shall not discriminate on the basis of age, race, sex, color, national origin, Or disability in hiring and employment practices, or in admission to, access to, or operation of programs, service, and activities.
 5. The parties to this MOU agree to comply with all applicable federal, state, and local laws, and regulations.
 6. Nothing herein shall in any way create a partnership or joint venture between the parties or create the relationship of principal and agent. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party.
 7. To the extent CFMT gains access to the County or City Emergency Management Operational Plan (EMOP) or other contingency plans used by government to respond to acts of terrorism, violence, or other man-made disaster, CFMT shall treat those plans as confidential and not open for public inspection.
 8. This memorandum may be terminated upon approval of The Community Foundation of Middle Tennessee's Board Chair or President and the County Mayor and the City Mayor.

9. Parties.

The Community Foundation of Middle Tennessee:

Ellen Lehman, President
3833 Cleghorn Avenue, Suite 400
Nashville, Tennessee 37215
Phone: 615-321-4939

Williamson County:

Rogers Anderson, Mayor
1320 W. Main St. Suite 125
Franklin, TN 37064
Phone: 615-790-5700

City of Franklin:

Dr. Ken Moore, Mayor
109 3rd Avenue South
Franklin, Tennessee 37064
Phone: 615-791-3217

Williamson County EMA:

Mac Purdy, Director
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Franklin, TN 37064
Phone: 615-790-5752

APPROVED BY:

WILLIAMSON COUNTY, TENNESSEE

Rogers Anderson, Mayor DATE

WILLIAMSON COUNTY EMA

Mac Purdy, Director DATE

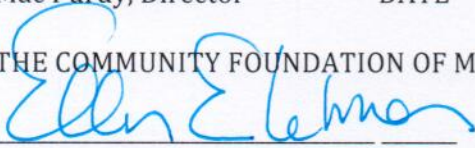
THE CITY OF FRANKLIN, TENNESSEE

Dr. Ken Moore, Mayor DATE

THE CITY OF FRANKLIN, TENNESSEE

Eric S. Stuckey, City Administrator DATE

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE



Ellen Lehman, President DATE

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