

**PROPOSAL SUBMITTED BY
FIRST BANK
TO
REQUEST FOR PROPOSALS
SUBMITTED BY
CITY OF FRANKLIN, TENNESSEE**

August 16, 2012

Purchasing Office Solicitation No.: 2013-004

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ATTACHMENT A
INTRODUCTORY LETTER FROM FIRST BANK



TO: Purchasing Office
City of Franklin
Suite 107
City Hall
109 Third Avenue South
Franklin, Tennessee 37064

FROM: First Bank

RE: Proposal by First Bank in Response to the Request for Proposals Submitted by the City of Franklin for Lease of Real Property and Premises at 510 Columbia Avenue, Franklin, Tennessee 37064

Purchasing Office Solicitation No. 2013-004

DATE: August 16, 2012

First Bank, a Tennessee state banking corporation ("First Bank"), is pleased to submit this proposal to the City of Franklin (the "City") for a long-term lease of the real property and premises at 510 Columbia Avenue, Franklin, Tennessee ("Leased Premises").

Pursuant to the Request for Proposals submitted by the City, representatives from First Bank met with representatives of the City at the public pre-submittal conferences held on each of July 24, 2012 and August 2, 2012. By attending these conferences, First Bank fulfilled the City's requirements to conduct a mandatory pre-submitted site visit.

First Bank understands that the Leased Premises is an iconic location and is a valuable community asset. First Bank respects the historical importance of the site. First Bank understands that the continued operation of the U.S. Post Office at the Leased Premises is a key component of the use of the Leased Premises. First Bank also understands that the arrangements with The Heritage Foundation of Franklin and Williamson County are important to the City and the community at large. The proposal submitted to the City by First Bank incorporates these important requirements.

The proposal submitted by First Bank acknowledges that the condition of the Leased Premises is in a state of deterioration. Substantial funds are needed to rehabilitate the Leased Premises and to bring the condition of the Leased Premises to a "Class A" space. Additionally, as noted in the City's materials, there are many "building" code violations. It will be expensive to bring the Leased Premises into compliance with "building" codes, "fire" codes, and the

Americans With Disabilities Act. Further, the expense is increased by the need to ensure that any rehabilitation preserves the historical integrity of the Leased Premises.

First Bank is committed to rehabilitating the Leased Premises into "Class A" space, while maintaining the remarkable historic integrity of the site.

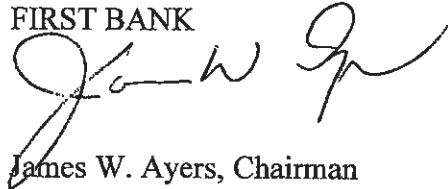
In this regard, the proposal from First Bank contemplates substantial capital expenditures. These capital expenditures will inure to the long-term benefit of the City because the City will retain ownership of the Leased Premises. The proposal by First Bank allows the City to obtain a substantial upgrade to this iconic building using funds from the private sector.

As a result of the large amount of capital expenditures required to rehabilitate the Leased Premises, the proposal by First Bank contemplates rental payments that take into consideration the large and immediately outlay of funds for capital improvements. In no event, however, does the proposal contemplate that the City would receive less than it currently receives in rent.

First Bank appreciate the opportunity to submit the following proposal.

Sincerely yours,

FIRST BANK

A handwritten signature in black ink, appearing to read "James W. Ayers", written over the printed name below.

James W. Ayers, Chairman

**DETAILED LEASE DESCRIPTION OF THE PROPOSED LEASE BETWEEN THE
CITY OF FRANKLIN AND FIRST BANK**

The following outlines the general terms and conditions of a proposed lease between The City of Franklin (the "City") and First Bank for use of the premises at 510 Columbia Avenue, Franklin, Tennessee (the "Franklin Post Office Building").

Leased Premises: The current post office building and all parking lots and outside areas within the location as detailed on Exhibit A hereto. The Leased Premises will be leased from the City in its "as is" condition.

Term: Ten years from date of lease, with three automatic ten year extension options at the election of First Bank.

Capital Improvements: First Bank will fund between \$3,000,000-\$3,500,000 in capital expenditures to renovate the first floor of the Leased Premises into "first class" space and to improve the Leased Premises for use as a bank branch for First Bank. Such capital improvements shall include satisfaction of "building codes" and "fire codes" requirements for the first floor, bringing the first floor of the Leased Premises and the use thereof into conformity with the Americans With Disabilities Act, and installation of improvements to the interior and exterior (roof, windows, wheelchair ramps, and landscaping) of the Leased Premises necessary to transform the Leased Premises into a bank branch, with teller windows, parking, drive-thru banking, and landscaping. Plans and specifications for all improvements shall be submitted to City agencies for approval as required by applicable regulations, including the Historic Zoning Commission and the Design Review Committee of the Historic Zoning Commission. First Bank will investigate the installation of geothermal heating and cooling systems to replace the antiquated boiler system. First Bank also will investigate the possibility of using interior finishes in the 1930s style. First Bank proposes to make no improvements or renovations to the basement of the post office building. During renovation, First Bank shall locate a modular banking facility on site.

Existing Tenants: First Bank shall offer to extend subleases to the existing tenants: The Heritage Foundation of Franklin and Williamson County, Tennessee (the "Heritage Foundation") and Kathy A. Russell (the "U.S. Post Office Contractor"), the contract party for a contract with the United States Postal Service. The offer to extend subleases to the existing tenants will be for square footage similar to that currently maintained by such tenants, although the location of the space subleased to such tenants will be changed from the space currently used by such tenants. The subleases offered to such tenants shall be annually renewable subleases with no increase in rent for the first 2 years. Thereafter, rent adjustments may be included to reflect a fair market rental rate. Additionally, in the event that the Heritage Foundation elects, at the outset of the proposed sublease, not to remain a subtenant at the Leased Premises, then First Bank shall provide financial assistance to the Heritage Foundation in its relocation efforts.

Rent: During the term of the Lease (including all extensions), First Bank shall cause the City to receive annual rental in an amount equal to \$24,000 plus First Bank shall be responsible for all operating expenses and maintenance costs. Rent may not be adjusted at any renewal term. The rental reflects the fact that First Bank will inject up to \$3,000,000-\$3,500,000 in capital

improvements to the Leased Premises, which improvements will remain property of the City at the termination of the Lease.

Triple Net Lease Provisions: First Bank shall be responsible for all expenses related to maintenance, taxes, utilities, and insurance. The City shall be named an additional loss payee on "all hazard" insurance.

Governmental Compliance: First Bank shall maintain compliance with all laws and regulations applicable to its renovation, use, and occupancy of the Leased Premises. The Leased Premises shall be ADA compliant.

Landscaping and Signage: First Bank shall obtain approval from the City, as required by applicable ordinance, for all landscaping and signage.

Waste: First Bank shall commit no waste at the Leased Premises. First Bank shall maintain the Leased Premises in good working order and repair. At the termination of the Lease, First Bank shall return the Leased Premises to the City in good condition, reasonable wear and tear excepted.

Security: First Bank shall be responsible for all security and security systems.

Environmental: First Bank shall comply with all environmental laws and regulations in its renovations to and use of the Leased Premises.

Hold Harmless: First Bank shall indentify the City and hold the City harmless from any liability arising out of the renovations to and use of the Leased Premises during the term of the Lease.

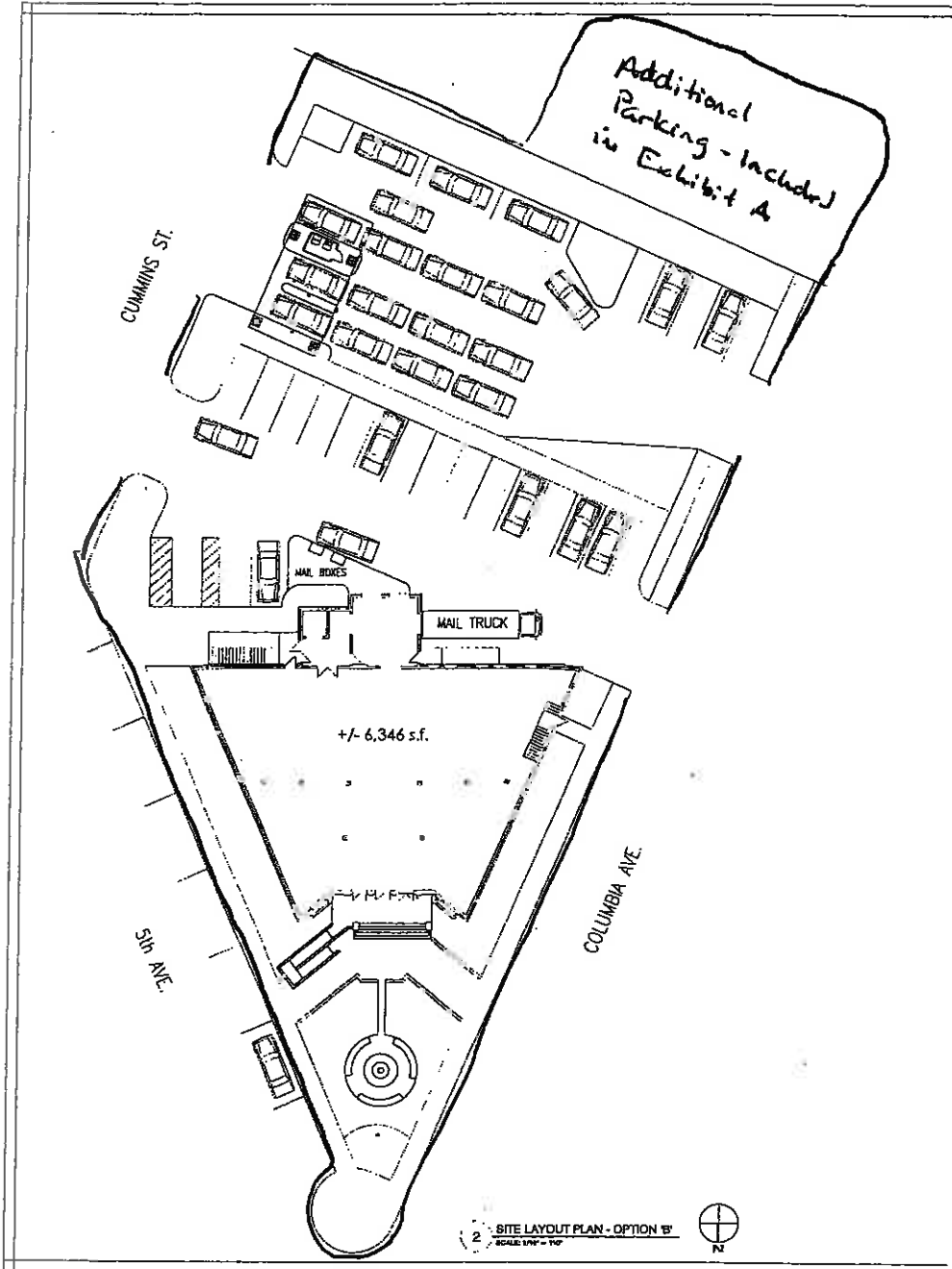
Condemnation: First Bank shall have the right to terminate the Lease in the event that condemnation results in a material adverse change to First Bank's use of the Leased Premises.

Contingencies: The proposed lease shall be subject to: (a) the execution of a mutually satisfactory lease between First Bank and the City; (b) approval of the lease by the Board of Mayor and Aldermen; (c) approval by the City and its various agencies of the plans and specifications submitted by First Bank for the renovations, signage, and landscaping, (d) the execution by First Bank and each of the Heritage Foundation and the U.S. Post Office Contractor of mutually satisfactory subleases; provided that if the Heritage Foundation chooses to relocate, then the requirement for a mutually satisfactory sublease with the Heritage Foundation shall not be applicable; (e) prior to the execution of a mutually satisfactory lease, First Bank does not uncover any fact or circumstance that would require it to expend in excess of \$3,500,000 in capital expenditures in order to comply with the plans and specifications presented to the City, and (f) approval from the City, the Tennessee Department of Transportation and any other local, state, or federal agency of transportation plans related to the access to the rear of the Leased Premises and the installation of parking and drive-thru banking facilities.

Special Note: No capital outlay regarding the improvements to the Leased Premises shall be required by the City. The economic result to the City is: (1) the first floor of the post office building and the exterior areas will receive between \$3,000,000-\$3,500,000 in capital

improvements; (2) the first floor of the post office building will be brought into conformity with Codes and the improvements thereto will make the building a first class facility; (3) the City will continue to receive all amounts it currently receives from the use of the building; (4) the City will no longer incur operating expenses, insurance costs, and maintenance expenses as a result of its ownership of the post office building; and (5) the post office building will be returned to the rent rolls for the City of Franklin and all other taxing districts.

EXHIBIT A

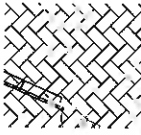








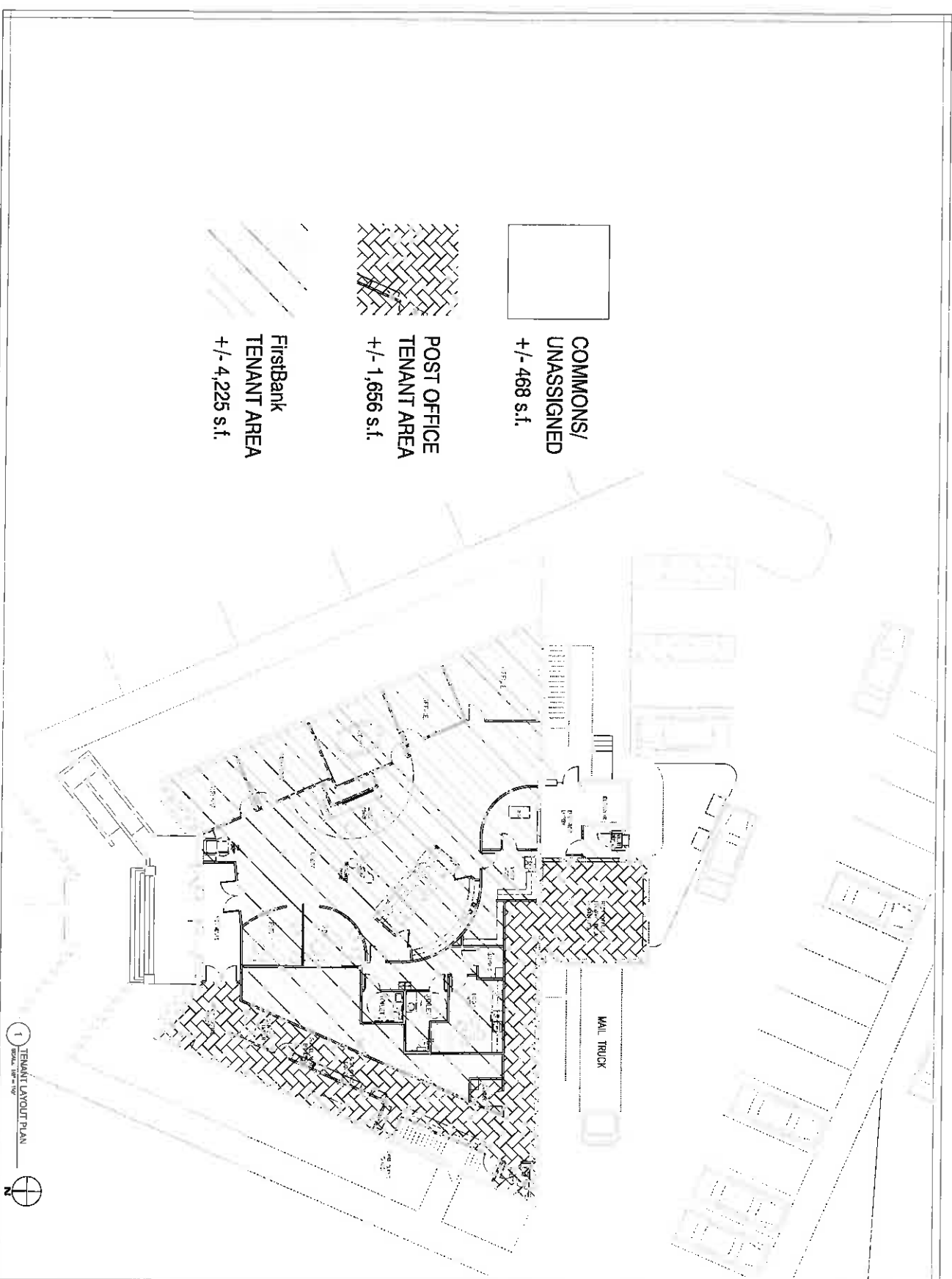
COMMONS/
UNASSIGNED
+/- 468 s.f.



POST OFFICE
TENANT AREA
+/- 1,656 s.f.



FirstBank
TENANT AREA
+/- 4,225 s.f.



1 TENANT LAYOUT PLAN
SCALE: 1/8" = 1'-0"



VAUGHAN ASSOCIATES INCORPORATED
117 HURBERT PLAZA DRIVE,
MEMPHIS, TN 38103
PHONE: 901 / 666-4000
FACSIMILE: 901 / 666-4000
WWW.VAUGHANASSOCIATES.COM



CONTRACTOR
VAUGHAN ASSOCIATES INCORPORATED
117 HURBERT PLAZA DRIVE
MEMPHIS, TN 38103
PHONE: 901 / 666-4000
FACSIMILE: 901 / 666-4000
WWW.VAUGHANASSOCIATES.COM

POST OFFICE BUILDING RENOVATION FOR
FirstBank
510 COLUMBIA AVENUE
FRANKLIN, TENNESSEE

NO.	DATE	DESCRIPTION
1	11/17/10	PROJECT MEET. - 1:15 P.M.
2	11/18/10	DATA DRAWING MEET. - 1:15 P.M.
3	11/19/10	MEETING WITH
4	11/20/10	MEETING WITH
5	11/21/10	MEETING WITH
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7	11/23/10	MEETING WITH
8	11/24/10	MEETING WITH
9	11/25/10	MEETING WITH
10	11/26/10	MEETING WITH
11	11/27/10	MEETING WITH
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14	11/30/10	MEETING WITH
15	12/1/10	MEETING WITH
16	12/2/10	MEETING WITH
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43	12/29/10	MEETING WITH
44	12/30/10	MEETING WITH
45	12/31/10	MEETING WITH

A1.3

ATTACHMENT C
PROPOSAL SUBMITTAL FORM

Proposal Submittal Form

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

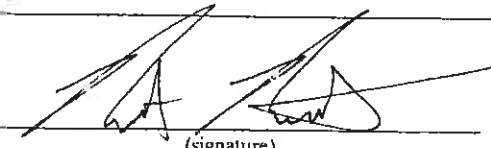
Purchasing Office Solicitation No.: 2013-004

Proposer's name, street address, and mailing address:	First Bank 211 Commerce Street Suite 300 Nashville, Tennessee 37201
Proposer's contact person's name (printed), title, telephone number and e-mail address:	Britin Boatright Nashville President 615-313-7394 bboatright@firstbankonline.com
Does the proposer take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, proposer takes no exceptions.
Does the proposal include information sufficient for the City to evaluate the proposal according to the various selection criteria listed in the Request for Proposals?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No.
Last date (no sooner than October 31, 2012).that proposal and associated pricing is valid and may be accepted by the City:	October 31, 2012

Proposal Submittal Form

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

Purchasing Office Solicitation No.: 2013-004

Proposer's name:	First Bank
<p>Are the following included with this Proposal Submittal Form in the submittal?</p> <ul style="list-style-type: none"> • Detailed proposer-supplied description of proposed lease; • Identification, listing and description of any exceptions to the procurement solicitation; • Contact information for minimum of three references; • Standard Procurement Terms and Conditions of the City of Franklin, with the proposer's contact information inserted; • Proposer terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; • Affidavit of Non-Collusion, executed in full; and • Affidavit of Title VI Compliance, executed in full. 	<p><input checked="" type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, proposer chooses <u>not</u> to include the documents indicated.</p>
Receipt acknowledged of any and all issued addenda to this solicitation:	<p><input checked="" type="checkbox"/> Addendum No. <u>1</u> received.</p> <p><input checked="" type="checkbox"/> Addenda Nos. <u>2</u> received.</p> <p><input type="checkbox"/> No addenda received.</p>
<p>Signature of proposer'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 proposal submitted herewith.</p>	 _____ (signature)
Title of proposer's authorized representative:	Nashville President
Date of signature:	August 15, 2012

ATTACHMENT D
AFFIDAVIT OF NON-COLLUSION

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, BRITIN BOATRIGHT, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the NASHVILLE PRESIDENT of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
FIRST BANK
(legal name of entity submitting bid or proposal)

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

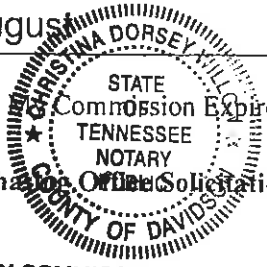
- 2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
- 3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
- 4. Neither the said Bidder or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

[Signature]
(signature of Affiant)

NASHVILLE PRESIDENT
(title of Affiant)

Sworn and subscribed to before me this 16th day of August, 202012

Christina Dorsey Willow
(Notary Public)



Commission Expires: 5.20.2014

(Submitted in response to City of Franklin Purchase Order Solicitation No. 2013_004)

MY COMMISSION EXPIRES:
MAY 20, 2014

ATTACHMENT E
AFFIDAVIT OF TITLE VI COMPLIANCE

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, BRITIN BOATRIGHT, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the NASHVILLE PRESIDENT of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
FIRST BANK
(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 or in the employment practices of the contractor;
4. The contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of non-discrimination; and
5. This Affidavit is made on personal knowledge.


(signature of Affiant)

NASHVILLE PRESIDENT
(title of Affiant)

Sworn and subscribed before me this 12th day of August, 2012
Christina Dorsey Wilbur (Notary Public) DAVIDSON COUNTY OF DAVIDSON, TENNESSEE
NOTARY PUBLIC Commission Expires: 5-20-14

MY COMMISSION EXPIRES:
MAY 20, 2014

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2013_004)

ATTACHMENT F
NOTICE OF CONFIDENTIALITY & PROPRIETARY RIGHTS

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2013-004

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

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

CONFIDENTIAL INFORMATION

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

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

Each party agrees to:

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

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2013-004

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

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

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

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

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

SO ACKNOWLEDGED:



Signature of authorized representative of Vendor

August 15, 2012

Date

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

Date

ATTACHMENT G
STANDARD PROCUREMENT TERMS AND CONDITIONS

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:

First Bank

Britin Boatright

Re: City of Franklin Purchasing Office Solicitation No. 2013_004

211 Commerce St.

Suite 300

Nashville, TN 37201

(615) 313-0090

bboatright@firstbankonline.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.

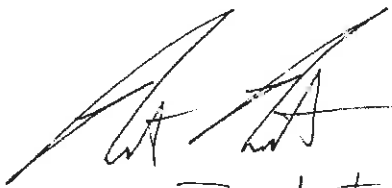
Standard Procurement Terms and Conditions City of Franklin, Tennessee

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.


8-16-12
Nashville President
FirstBank

ATTACHMENT H
INDEMNIFICATION AGREEMENT


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

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

1. He or she is the NASHVILLE PRESIDENT of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
FIRST BANK
(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)

NASHVILLE PRESIDENT
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2013_004)

Form revised 02/25/2005

ATTACHMENT I
EXCEPTIONS TO THE PROCUREMENT SOLICITATION

First Bank has not requested any exceptions to the procurement solicitation.

ATTACHMENT J
REFERENCES

Reference request: Proposers must provide three (3) references that would assist the City to assess the proposer's credibility as a business partner. Information to be provided shall include: reference name, reference address, description of business relationship between proposer and reference, contact name and title, and contact telephone number.

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