

# Standard Procurement Terms and Conditions City of Franklin, Tennessee

ITEM # 20  
BOMA 3-25-14

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

The Winvale Group

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. \_\_\_\_\_ - \_\_\_\_\_ n/a n/a

109 Third Ave. South

1012 14th Street NW, 5th Floor

P.O. Box 305

Franklin, TN 37065-0305

Washington, DC 20005

FAX: 615/550-0079

# Standard Procurement Terms and Conditions City of Franklin, Tennessee

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

Email: [info@winvale.com](mailto:info@winvale.com)

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.

# Standard Procurement Terms and Conditions City of Franklin, Tennessee

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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.
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 30<sup>th</sup>

# Standard Procurement Terms and Conditions City of Franklin, Tennessee

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calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement 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.



**Winvale**  
GOVERNMENT

Main: 202-296-5505  
Fax: 202-296-5506  
Email: [syoung@winvale.com](mailto:syoung@winvale.com)  
Web: [www.Winvale.com](http://www.Winvale.com)

We have prepared a quote for you

**Granicus - City of Franklin - 03/03/2014**

**Quote #2014-000690**

Version 4

**City of Franklin TN**



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GOVERNMENT

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Web: [www.Winvale.com](http://www.Winvale.com)

Wednesday, March 19, 2014

City of Franklin TN  
Lanail Benne  
109 3rd Ave Franklin,  
TN 37064  
[lanailb@franklintn.gov](mailto:lanailb@franklintn.gov)

Dear Lanail,

Winvale is a leading provider of emerging technology solutions, Winvale carefully selects its technology partners to ensure we have the latest solutions that truly meet the government's needs. Partnering with over sixty technology companies provides Winvale the capability to deliver integrated solutions through simplified scalable acquisition vehicles. From large-scale, logistically complex deployments to high volume product distribution, Winvale provides solutions that meets the needs of Federal, State, and local government agencies.

We sincerely appreciate the opportunity to provide you with the attached quote. Should you have any questions please feel free to contact the Winvale sales representative whose name, email address, and phone number appears on this quote.

Steve Young  
Director  
Winvale

Wednesday, March 19, 2014

Page 2 of 5



**Winvale**  
GOVERNMENT

Main: 202-296-5505  
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 Email: syoung@winvale.com  
 Web: www.Winvale.com



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 Web: www.Winvale.com



The Winvale Group (Small Business)  
 CAGE CODE: 35RS6  
 DUNS: 14-121-3871  
 TAX ID: 20-0019673  
 Terms: Net 30

Order Payment Address:  
 1012 14th Street NW, 5th Floor  
 Washington, DC 20005  
 Phone Number: 202-296-5505  
 Email address: info@winvale.com

Prepared For:

Name: Lanaii Benne  
 Company: City of Franklin TN  
 Address: 109 3rd Ave  
 City, State Zip: Franklin, TN 37064  
 Phone #: (615) 550-6609  
 Email: lanaiib@franklintn.gov

Bill To

Name: Lanaii Benne  
 Company: City of Franklin TN  
 Address: 109 Third Ave South  
 City, State Zip: Franklin, TN 37064  
 Phone #: (615) 550-6609  
 Email: lanaiib@franklintn.gov

Ship to:

Name: Lanaii Benne  
 Company: City of Franklin TN  
 Address: 109 3rd Ave  
 City, State Zip: Franklin, TN 37064  
 Phone #: (615) 550-6609  
 Email: lanaiib@franklintn.gov

Quote Information:

Quote #: 2014-000690  
 Date Created: 03/03/2014  
 Date Expires: 05/02/2014  
 Rep: Steve Young  
 Email: syoung@winvale.com  
 Phone: (202) 296-5505 x817

Part Number	GSA Schedule	GSA SIN	Description	Start Date	End Date	Price	Qty	Discount	Ext. Price
<b>Granicus Monthly Costs, Annualized Subtotal</b>									<b>\$16,560.00</b>



**Granicus Up-Front Costs**

CoF Contract No. 2013-0231

The pricing included in this quote is based on GSA Schedule GS-35F-0074S and is extended to US Local Governments

Part Number	GSA Schedule	GSA SIN	Description	Start Date	End Date	Price	Qty	Discount	Ext. Price
HDW0087	GS-35F-0074S	132-8	Granicus - Encoder Appliance Hardware	03/03/2014	03/03/2014	\$4,443.32	1	0%	\$4,443.32
SVC1200	GS-35F-0074S	132-50	Granicus - Training Services - Remote Web Series (1 day)	03/03/2014	03/03/2014	\$1,652.90	1	0%	\$1,652.90
SVC4005	GS-35F-0074S	132-32	Granicus - Legislative Management Project Management and Deployment Services (1 day)	03/03/2014	03/03/2014	\$1,652.90	1	0%	\$1,652.90
SVC1040	GS-35F-0074S	132-32	Granicus - Legislative Management Consultation Services (1 day)	03/03/2014	03/03/2014	\$1,847.36	1	0%	\$1,847.36
SVC1050S	GS-35F-0074S	132-32	Granicus - Onsite Deployment Services - Onsite (1 day)	03/03/2014	03/03/2014	\$1,652.90	3	0%	\$4,958.70
SVC4004	GS-35F-0074S	132-50	Granicus - Government Transparency Suite (Remote Setup and Training)	03/03/2014	03/03/2014	\$7,826.95	1	0%	\$7,826.95

**Granicus Up-Front Costs Subtotal**

**\$22,382.13**

**Granicus Monthly Costs, Annualized**

SAS1000	GS-35F-0074S	132-52	Granicus - Open Platform (Monthly Managed Service)	04/01/2014	03/31/2015	\$200.00	12	62%	\$2,400.00
SAS1001	GS-35F-0074S	132-52	Granicus - Government Transparency Suite (Monthly Managed Service)	04/01/2014	03/31/2015	\$400.00	12	58%	\$4,800.00
SAS1003	GS-35F-0074S	132-52	Granicus - Legislative Management Suite (Monthly Managed Service)	04/01/2014	03/31/2015	\$780.00	12	58%	\$9,360.00

Part Number	GSA Schedule	GSA SIN	Description	Start Date	End Date	Price	Qty	Discount	Ext. Price
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**Additional Costs / Fees**

Note: Taxes, shipping, and handling fees do not apply to this quote. Customer is a local government and taxes do not apply. Purchase is through GSA Schedule 70 - GS-35F-0074S and shipping and handling fees are not permitted.

Your Granicus solution requires 3 days of on-site training with your dedicated trainer. You may be billed for travel expenses, including but not limited to, air travel and automobile rentals, as well as lodging expenses. You will receive an itemized invoice for all expenses related to on-site training within 30 days of the completion of the 3 day on-site visit. You will not be billed in excess of \$2,000 per on-site visit and travel expenses shall comply with GSA per diem rates for Williamson County, TN. Travel expenses have NOT been included in this quote.

The monthly pricing quoted herein is offered and valid, with no obligation to continue from month to month, for a period of 60 months. Thereafter, monthly pricing may be increased annually but by not more than 3% over the rate for the immediately preceding term. City of Franklin, TN Standard Procurement Terms and Conditions, attached as Exhibit A hereto, are incorporated herein as if set forth at length.



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Additional Costs / Fees Subtotal		\$0.00
Recap		Amount
	Granicus Up-Front Costs	\$22,382.13
	Granicus Monthly Costs, Annualized	\$16,560.00
	Additional Costs / Fees	\$0.00
	<b>Total</b>	<b>\$38,942.13</b>


Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature \_\_\_\_\_ Date \_\_\_\_\_



March 4, 2014

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator   
Vernon Gerth, Assistant City Administrator  
Lanaii Benne, Assistant City Recorder

SUBJECT: Consideration Of Contract Award To The Winvale Group Of Washington, DC In The Estimated Total Amount Of \$23,762.13 With reoccurring Monthly Management Fees Of \$1,380 For Granicus Agenda Management System For The Administration Department (\$25,000.00 Budgeted In 110-89550-41300 For Fiscal Year 2014; Contract No. 2013-0231).

**Purpose**

The purpose is memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider authorizing staff to enter into contract negotiations with The Winvale Group of Washington, DC for purchase of agenda management software and recurring monthly management fees.

**Background**

The City of Franklin desires to increase efficiencies in producing Board of Mayor and Aldermen and committee meeting agendas and supporting document packets. A staff team has researched and pursued moving to paperless agendas, an electronic automation of agendas. This method would easily provide accessible content to staff, elected officials, and citizens.

As part of this plan, City staff is proposing to contract with The Winvale Group for the Granicus software application. This solution allows for public meeting data management and unlimited content storage. Agenda items will be created and assigned to the appropriate agenda almost seamlessly with staff members able to review/revise and approve items electronically. Staff responsible for approving agenda information are automatically notified when it's their turn to complete their review which creates an efficient workflow. Included in the contract is 24/7/365 customer service and support as well as on-site training, the Encoder appliance hardware, as well as the monthly managed service.

Once agendas are complete, users will be able to connect to an iPad, tablet, or laptop to review agendas and support documents, take notes and more through the iLegislate application. This portion of the software captures all meeting actions and places it into public record. The software allows information to be organized and stored electronically in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. Granicus allows tracking legislation from inception through approvals and actions taken.

Our automation goals and objectives include the following:

- Agenda item drafting
- Electronic approval process
- Agenda packet generation and publication



HISTORIC  
FRANKLIN  
TENNESSEE

## MEMORANDUM

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- Organize, store and retrieve documents
- Continuous legislative workflow
- Track and search legislative data

### **Financial Impact**

The cost, as negotiated with City Staff, is in an amount not to exceed \$23,762.13 with an annual recurring maintenance management cost of approximately \$16,600. Currently, \$25,000 is budgeted in the FY2014 Administration budget (110- 89550-41300) for agenda software management; \$15,000 is also budgeted in the elected official's budget (110-83540-41100) for computer hardware (i.e. tablets, laptops, etc.). The annual maintenance requirement fee for the program will be budgeted annually beginning in FY 2015.

### **Recommendation**

Approval of COF Contract #2013-0231 is recommended.