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 _____ ("SUPPLIER"), who mutually agree as follows:

1. CITY issued (a) on August 16, 2019 Purchasing Office Solicitation No. 2020-007, a procurement solicitation for bids for supply and delivery of sludge polymer for wastewater sludge dewatering, and (b) on ____ __, 20__ Addendum No. _ to Purchasing Office Solicitation No. 2020-007 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, SUPPLIER submitted a bid dated _____ __, 20__ ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. SUPPLIER included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with SUPPLIER's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. SUPPLIER has, subsequent to SUBMITTAL, also submitted a/{number} Certificate(s) of Insurance ("CERTIFICATE(S) OF INSURANCE"), a copy/copies of which is/are 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.
5. If and when insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SUPPLIER and the acceptance by CITY of all of the products and/or services ordered from SUPPLIER, pursuant to this AGREEMENT, then SUPPLIER shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above is materially modified or canceled either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SUPPLIER and the acceptance by CITY of all of the products and/or services ordered from SUPPLIER, pursuant to this AGREEMENT, then SUPPLIER shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
7. SUPPLIER agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work for this award, SUPPLIER may not subcontract any service component of the award except as is indicated in SUBMITTAL.

SAMPLE

8. SUPPLIER has, subsequent to SUBMITTAL, also submitted CITY's Indemnification Agreement, executed for SUPPLIER ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

9. CITY awarded on _____ __, 20__ to SUPPLIER the purchase of the supply and delivery of sludge polymer for wastewater sludge dewatering pursuant to SOLICITATION and SUBMITTAL.

10. Products shall be delivered to the satisfaction of CITY by within fifteen (15) CITY business days after receipt of order unless a later delivery has been authorized in writing by CITY. Failure by SUPPLIER to meet the delivery schedule shall constitute grounds for CITY to cancel order and/or consider SUPPLIER to be in breach of contract.

11. The term of award shall commence upon execution of this AGREEMENT (the effective date of this AGREEMENT) and shall expire upon CITY notifying SUPPLIER that CITY no longer has need to purchase the bid product pursuant to this procurement solicitation when the belt-press sludge dewatering methodology currently in use is discontinued. No options to extend the term of award are anticipated by this AGREEMENT.

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

EXECUTED THIS _____ DAY OF _____ 20____.

For SUPPLIER:

_____
(signature of SUPPLIER's authorized representative)

TITLE: _____

For CITY:

_____
(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

_____
Tiffani M. Pope, Staff Attorney

SAMPLE

Attachment No. 1

Excerpts from SUBMITTAL

SAMPLE

Attachment No. 2

CITY'S TERMS

SAMPLE

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

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

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	
				Environmental liability	

SAMPLE

Attachment No. 4

INDEMNIFICATION AGREEMENT

SAMPLE