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 October 3, 2019 Purchasing Office Solicitation No. 2020-014, a procurement solicitation for bids for access security components for traffic signals and intelligent transportation system, and (b) on ____ __, 20__ Addendum No. _ to Purchasing Office Solicitation No. 2020-014 (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. [If applicable:] SUPPLIER included in SUBMITTAL SUPPLIER's form of agreement specific to SOLICITATION and SUBMITTAL. CITY and SUPPLIER have, subsequent to SUBMITTAL, negotiated a mutually acceptable version of said agreement ("_____ AGREEMENT"), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein.
5. CITY awarded on November 26, 2019 to SUPPLIER the purchase of access security components for traffic signals and intelligent transportation system pursuant to SOLICITATION and SUBMITTAL.
6. Products shall be delivered to the satisfaction of CITY by not more than twice the estimated time of delivery, measured in number of calendar days after receipt of order, as indicated by SUPPLIER on its completed Bid Submittal Form as included in SUBMITTAL 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.
7. 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) _____ AGREEMENT [if applicable]; (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:

_____
Maricruz R. Fincher, Staff Attorney for CITY

SAMPLE

Attachment No. 1

Excerpts from SUBMITTAL

SAMPLE

Attachment No. 2

CITY'S TERMS

SAMPLE

Attachment No. 3

_____ AGREEMENT

SAMPLE