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 solicitation 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. 4 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. 3 and hereby incorporated by reference as if fully set forth herein.

3. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR, and one or more Certificate(s) of Insurance that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION, copies of both of which are attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.

4. If and when insurance coverage documented by Certificate of Insurance referenced above expires before the expiration of CITY's term of award pursuant to this AGREEMENT, including any extensions thereto, then VENDOR agrees to provide CITY, prior to said insurance coverage expiration, a replacement Certificate 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 of Insurance referenced above is materially modified or canceled before the expiration of CITY's term of award pursuant to this AGREEMENT, including any extensions thereto, then VENDOR agrees to notify CITY, within three (3) calendar days of knowing or being notified itself, of any such material modification or cancelation.

6. CITY has prepared a tabulation of bids received in response to SOLICITATION, a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.

7. CITY awarded on _____ __, 20__ and now desires to retain VENDOR to _____ pursuant to SOLICITATION and SUBMITTAL.

8. [If applicable:] The term of award shall be effective as of _____ __, 20__ and shall expire on _____ __, 20__. At any time prior to or upon the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise an option to extend the term of award twice, each time for up to twelve additional months, provided: (a) that such an

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extension is memorialized in writing and consented to by authorized representatives of both parties; and (b) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing. Note that CITY and VENDOR each retain the non-exclusive right, with or without cause, not to extend the term of award.

9. In the event of a conflict between CITY's SOLICITATION and VENDOR's SUBMITTAL, CITY's SOLICITATION shall supersede conflicting terms and conditions found in VENDOR's SUBMITTAL, except for any exceptions identified by VENDOR in its SUBMITTAL and accepted at the time of award by CITY.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

_____
(signature of VENDOR's authorized representative)

TITLE: _____

For CITY:

_____
(signature of CITY's authorized representative)

TITLE: _____Mayor_____

Approved as to Form:

_____
Kristen L. Corn, Staff Attorney

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