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 October 6, 2016 Purchasing Office Solicitation No. 2017-002, a procurement solicitation for bids for supply and delivery upon demand of an unknown quantity of winterized diesel fuel to multiple delivery sites during a term of service, and (b) on ____ __, 20__ Addendum No. _ to Purchasing Office Solicitation No. 20__-___ (collectively, "SOLICITATION").

2. In response to CITY's SOLICITATION, VENDOR submitted a bid/proposal 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. VENDOR included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with VENDOR'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. VENDOR intends for _____ to function as supplier of the winterized diesel fuel and for _____ to function as hauler of the winterized diesel fuel.

5. VENDOR has now 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.

6. If and when insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR 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.

7. In the event that insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR 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.

SAMPLE

8. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.

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

[OR]

10. VENDOR included in SUBMITTAL CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

11. CITY awarded on _____ __, 20__ to VENDOR the purchase of supply and delivery upon demand of an unknown quantity of winterized diesel fuel to multiple delivery sites during a term of service, pursuant to SOLICITATION and SUBMITTAL.

12. The term of award shall commence upon execution of this AGREEMENT and shall expire approximately fourteen (14) months later, on December 31, 2017, without options to extend.

13. 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 VENDOR:

_____
(signature of VENDOR's authorized representative)

TITLE: _____

For CITY:

_____
(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

_____
Attorney for City of Franklin

SAMPLE

Attachment No. 1

Excerpts from SUBMITTAL

SAMPLE

Attachment No. 2

CITY'S TERMS

SAMPLE

Attachment No. 3

CERTIFICATE(S) OF INSURANCE for supplier

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
				Commercial General Liability	

CERTIFICATE(S) OF INSURANCE for hauler

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
				Commercial General Liability	
				Automobile Liability	
				Workers Compensation and Employers' Liability	
				Environmental liability including bodily injury, property damage, legal expenses, and clean-up costs related to the pollution liability exposure associated with the transport of chemical products	

SAMPLE

Attachment No. 4

INDEMNIFICATION AGREEMENT

SAMPLE