

CONTRACT SAMPLE

CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a GAINESVILLE REGIONAL UTILITIES, AND <COMPANY NAME> FOR <TITLE OF CONTRACT>

THIS CONTRACT is made and entered into with an effective date of Contract Effective Date, by and between the **CITY OF GAINESVILLE**, a Florida municipal corporation d/b/a **GAINESVILLE REGIONAL UTILITIES** (“GRU”), with offices located at 301 SE 4th Ave, Gainesville, FL 32601, and <Contractor Legal Name> (“Contractor”), a <Contractor's State of Business> <Contractor Business Entity>, with its principal place of business at <Contractor Street Address Contractor City, State Zip>, individually referred to as “Party” or collectively as “Parties”.

WHEREAS, GRU requires <Name of Goods or Services>; and

WHEREAS, GRU issued a Solicitation on Solicitation/Project Release Date for <Name of Goods or Services>; and

WHEREAS, <Contractor's Legal Name> submitted a Response dated Response Submitted, to provide <Name of Goods or Services>; and

WHEREAS, GRU desires to enter into a Contract for <Name of Goods or Services> described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1. Contractor shall provide <Name of Goods or Services> as detailed in the Statement of Work (Attachment 1) in accordance with the General Terms and Conditions (Attachment 2), Supplemental Conditions (Attachment 3), and/or Federal Supplemental Conditions (Attachment 4),
2. GRU shall pay to Contractor for the faithful performance of this Contract according to the pricing schedule attached hereto (Attachment A). Adjustments to price may be requested by the Contractor at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. Contractor shall provide documentation for any such price increase and the price increase shall not exceed 5% or the Producer's Price Index (PPI) and/or Consumer Price Index (CPI), whichever is the lowest, for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

3. TERM:

- a. This Contract shall commence on the <Contract Effective Date> and terminate on <Contract Termination Date>.
- b. The Contract may be extended for <Renewals> upon mutual agreement of the Parties.

c. Beyond the extensions described above, this Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

CONTRACTOR'S LEGAL NAME

BY: _____

Name:

Title

Date Signed: _____

CITY OF GAINESVILLE d/b/a

GAINESVILLE REGIONAL UTILITIES

BY: _____

Name:

Title

Date Signed: _____

Approved as to form and legality:

City Attorney Full Name

City Attorney Title

Prepared by:

<Name of Procurement Specialist>

Procurement Specialist III