

STANDARD TERMS AND CONDITIONS OF PURCHASE ORDERS FOR THE CITY OF SUNRISE, FLORIDA

- 1 The delivery of the goods and /or services within the time specified is of the essence for this Purchase Order. City shall have the right to cancel any or all items(s) without obligation if delivery is not made on or before the time(s) specified. In the event Vendor fails to make timely shipment, City shall have the right to purchase elsewhere and unless the delay was caused by unforeseeable circumstances beyond Vendor's control, Vendor shall reimburse City for any additional charges incurred.
- 2 Vendor warrants that the materials, goods, services and/or workmanship furnished and/or delivered pursuant to this Purchase Order shall:
 - a. Conform in all respects to the description, drawings, and specifications contained in this Purchase Order;
 - b. Be merchantable and fit for the ordinary purposes for which such goods are used or intended to be used;
 - c. Be new and unused, of good quality and free from defects whether latent or patent in material or workmanship;
 - d. All material and workmanship is warranted for a minimum of one (1) year from date of acceptance by the City unless otherwise stipulated herein;
 - e. Be free from any security interests, liens, or encumbrances. Vendor warrants that it has good and marketable title to the goods delivered hereunder;
 - f. Not infringe upon or violate any copyrights or patent rights; and
 - g. No warranty, expressed or implied, may be modified, excluded or disclaimed in any way by the Vendor. All warranties shall remain in full force, notwithstanding acceptance and payment from the City.
- 3 Payment will be made by City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70, after the items awarded have been delivered, received, inspected, accepted, and properly invoiced.
- 4 The City is exempt from Federal and State Taxes for tangible personal property. The City will provide a tax certificate to the Vendor upon request. The Vendor is not exempt from paying sales tax to the suppliers for materials to fulfill contractual obligations with the City, nor is Vendor authorized to use the City's tax exemption number in securing such materials.
- 5 The City may, by written notice, terminate this Purchase Order upon 3 days' written notice, in whole or in part, if the Vendor fails to satisfactorily perform any provisions of this Purchase Order, or fails to make progress so as to endanger performance under the terms and conditions of this Purchase Order.
- 6 This Purchase Order may be terminated by the City without cause upon 30 days' written notice to the Vendor. In the event of such a termination, the Vendor shall be compensated for all services performed satisfactorily prior to termination.
- 7 Vendor is expressly prohibited from subcontracting its duties and transferring or assigning its rights hereunder without the prior written approval of the City.
- 8 The Vendor agrees to comply with all applicable Federal, State and Local laws. The Fair Labor Standards Act and Equal Opportunity Provisions of Executive Orders are specifically incorporated herein.
- 9 If items purchased are classified as toxic or hazardous substances under Chapter 442, Florida Statutes, Vendor must submit copies of the Material Data Sheet (MSDS) for each substance to the City of Sunrise, Risk Management Division and to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is affected.
- 10 Vendor shall indemnify and hold harmless City for all damages, losses and liabilities arising connected to this Purchase Order specifically including but not limited to those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defects existed at the time of shipment by Vendor; the negligence of Vendor in the marketing, sale, and; or services under this Purchase Order; and the breach of a warranty and / or agreement by Vendor pursuant to this Purchase Order. Vendor agrees to pay all damages, costs and attorneys' fees incurred in the defense of any such claim.
- 11 All purchases are F.O.B. Destination, freight prepaid by Vendor unless otherwise stated on the face of the Purchase Order. Collect shipments will not be accepted. Title of goods shall pass to the City upon acceptance by the City.
- 12 The Purchase Order shall be governed and construed according to the laws of the State of Florida. Except as set forth in paragraph 10, should the Parties be involved in legal action arising under, or connected to this Purchase Order, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.
- 13 The Vendor is an independent contractor under this Purchase Order. Services provided by the Vendor shall be performed by employees of the Vendor who are subject to supervision by the Vendor, and who shall not be officers, employees, or agents of the City.
- 14 This Purchase Order and documents included by reference contain the entire understanding of the parties, relating to the subject matter hereof, superseding all prior communications. This Purchase Order may not be changed except by change orders signed by the City.
- 15 This Purchase Order confirms the acceptance of the Vendor's offer (including a quote, bid, response or proposal) which is made in response to a competitive procurement containing the City's terms and conditions as part of the Vendor's offer. This Purchase Order incorporates the terms of the competitive procurement and the Vendor's offer as if fully set forth herein. In the event the terms of this Purchase Order conflict with the City's competitive procurement and the Vendor's offer, the conflict shall be resolved by giving the documents the following order of priority: this Purchase Order, the City's competitive procurement, and the Vendor's offer. In any case where a quotation has been made without specific terms and conditions, the terms and conditions of this Purchase Order are adopted and agreed to and are binding on both Parties.
- 16 Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By accepting this Purchase Order, Vendor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.
- 17 Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By accepting this Purchase Order, Vendor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.
- 18 The Vendor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Vendor and the Purchase Order are subject to the requirements in Section 119.0701, Florida Statutes, the Vendor shall:
 - a. Keep and maintain public records required by the City to perform the services provided hereunder.
 - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of the Purchase Order and following completion of the Purchase Order if the Vendor does not transfer the records to the City.
 - d. Upon completion of the Purchase Order, transfer, at no cost, to the City all public records in the possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Purchase Order, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Purchase Order, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - e. If the Vendor fails to comply with the requirements in this Public Records Section, the City may enforce these provisions in accordance with the terms of this Purchase Order. If the Vendor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, THE VENDOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK @SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).