



Purchasing

1601 NW 136th Avenue, Bldg. A · Sunrise, FL 33351 · P: 954.572.2274 · F: 954.572.2278

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 an exemption 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, immediately terminate this Purchase Order, 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 contract.
- 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 attorney's 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 attorney's 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 and subject to supervision by the Vendor, and not as 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 authorized agents of the City.
- 15 This Purchase Order confirms the acceptance of the Vendor's offer which is made in the form of a bid or quotations with the City's terms and conditions as part of the 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.