



PURCHASE ORDER TERMS AND CONDITIONS

BY ACCEPTING THIS PURCHASE ORDER, VENDOR/SELLER AGREES TO THE FOLLOWING TERMS AND CONDITIONS, WHICH IS ENTERED INTO BY AND BETWEEN THE CITY OF FORT LAUDERDALE, FLORIDA ("CITY/BUYER") AND VENDOR ("SELLER"), WHICH ARE INCLUDED BY REFERENCE HEREIN.

DEFINITION: For the purposes of this Purchase Order, the "Vendor and Seller" and "City and Buyer" are interchangeably used and have the same effect and applicability.

ACCEPTANCE OF PURCHASE ORDER: A Purchase Order is given for immediate acceptance by the VENDOR. Unless promptly notified to the contrary, the CITY will assume the VENDOR accepts the order as written and will make delivery as specified on the document.

ENTIRE AGREEMENT: All specifications, drawings, and data submitted to the VENDOR with this order including the associated solicitation, when applicable, for this order are hereby incorporated herein and made a part hereof. This contract contains the entire agreement of the parties. No change or charge in quantities, prices, specifications, terms, or shipping instructions will be allowed except on written authority of the CITY OF FORT LAUDERDALE PROCUREMENT DIVISION. Any additional or different terms and conditions proposed by VENDOR are objected to and hereby rejected unless specifically agreed to by the CITY.

MODIFICATIONS: The CITY may by written Order, make changes in the specifications if such changes are within the general scope of the Contract. No modifications of the order shall be binding upon City unless approved in writing by Buyer or authorized representative of the City. Quantities specified in the order cannot be changed without Buyer approval. If such changes cause an increase or decrease in the VENDOR'S costs or in time required for performance of the Contract: (a) the VENDOR shall promptly notify the CITY and assert its claim for adjustment and an equitable adjustment shall be made by the CITY and the Contract modified accordingly. Nothing in this clause shall excuse the VENDOR from performing. Goods shipped in excess of quantity designated may be returned at Seller's expense.

ASSIGNMENT: Any assignment of the order, performance of work hereunder, in whole or in part, or monies due to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

TERMINATION: City may, at any time, terminate this order in whole or in part by written notice confirmed. Upon termination for convenience of Buyer, the Buyer will assume responsibility for specific contractual or scheduled financial commitments made prior to notice of termination. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Buyer. If, however, termination is occasioned by the VENDOR'S breach of any condition hereof, including breach warranty, or by VENDOR'S delay, except due to circumstances beyond the VENDOR'S control and without VENDOR'S fault or negligence, VENDOR shall not be entitled to any claim or costs or to any profit referred to in said clause, and Buyer shall have against VENDOR all remedies provided by law and equity.

DEFAULT: Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the CITY reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by VENDOR; as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the VENDOR with any and all losses incurred.

PACKING SLIPS: It will be the responsibility of the awarded Vendor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of the shipment may result in refusal of shipment at Contractor's expense.

F.O.B Destination: In instances involving shipping, the shipping term is Free on Board (F.O.B.) Destination whereby seller retains title or liability for loss or damage until the goods are delivered to Buyer. The seller is responsible for shipping payments and shall incorporate such cost into its quote/bid price. The Purchase Order unit price and extended price will be based on Seller's quote/bid price. No exception will be granted to the shipping term unless a different term is agreed to by Buyer and reflected on the Purchase Order.



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UNAVOIDABLE DELAY: If the VENDOR is delayed in the delivery of goods purchased under the Purchase Order by a cause beyond its control, VENDOR must immediately upon receiving knowledge of such delay, give written notice to the CITY and request an extension of time. The CITY shall examine the request and determine if the VENDOR is entitled to an extension.

PAYMENT TERMS: As governed by the Local Government Prompt Payment Act, Florida Statute Section 218.70 -218.80, as may amended from time to time. A local government must pay from receipt of proper invoice for non-construction within 45 days and construction within 25 days or 20 days, if invoice does not require approval by an authorized representative or agent of the City.

INVOICING: Seller must render and send an original invoice(s) to the Finance Department stated on the front of the PO. The Invoice(s) must contain the exact prices and the Purchase Order Number as set forth by the Purchase Order, otherwise payment may be delayed. The Purchase Order Number shall appear on all invoices, boxes, packages, shipping documents and correspondence, and the list of contents shall be enclosed in each box or package.

TAX: City is exempt from Federal, State and local taxes. The City's tax exemption information is printing on the purchase order. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials.

ORDER NUMBER: Order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.

FEDERAL, STATE, LOCAL, REGULATORY, AUDIT, AND RETAINAGE OF RECORDS COMPLIANCE:

- A. The Vendor shall observe and comply with all Federal, State, local and municipal laws, ordinance rules and regulations that would apply to this order/contract, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Vendor shall furnish "Material Safety Data Sheets" in compliance with the Florida Right To Know Law, Florida Statutes, Chapter 442.
- B. Vendor shall comply, when applicable, with the provisions set forth by the "Contract Work Hours and Safety Standards Act" (40 U.S.C. 327-330) as supplemented by U.S. Department of Labor (29 CFR Part 5).
- C. Vendor shall provide access to pertinent records relative to contract/order for a period of three (3) years after the last receipt of payment is made under this contract/order, whichever occurs last.

INSPECTION: All goods and services delivered on the order are subject to inspection upon receipt by a representative of the Buyer. All goods and services not in accordance with the instructions, specifications, solicitation, drawings, data of VENDOR'S warranty (expressed or implied) or Purchase Order, as determined by the City, at its sole discretion, will be rejected and shall be removed or corrected at Seller's expense.

QUANTITY: The order total shall be paid by the CITY upon receipt of invoice from VENDOR which shall be subject to verification as to quantities and quality of goods delivered or services performed. Quantities furnished in excess of those specified in the Purchase Order will not be accepted and will be held and returned at VENDOR'S risk and expense.

LAW GOVERNING: This contract shall be governed by and construed according to the laws of the State of Florida.

LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PAYMENT CHANGES: Payments will only be made to the company and address as set forth on purchase order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.



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ANTI-DISCRIMINATION: Sellers doing business with Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age, with regard to, but not limited to, the following: employee practices, rates of pay or other compensation methods and training selection.

UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and Buyer for any terms and conditions not specifically stated in this order.

LEGAL RESPONSIBILITY: By accepting the order, Seller understands and agrees items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and local laws, statutes, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK: Seller shall defend all suit or claims, save and hold harmless City, its' employees, and agents, from liability for infringement of any United States patent, trademark or copyright for or on account of the use or loss of any product sold to Buyer or used in the performance of this order. Seller shall pay all royalties and license fees.

WARRANTY: The Vendor warrants that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, VENDOR warrants that said goods and services are suitable for, and will perform in accordance with, the purpose for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this order. The CITY may return any nonconforming or defective items to the VENDOR or require correction or replacement of the item at the time the defect is discovered, all at the VENDOR'S risk and expense. Acceptance shall not relieve the VENDOR of its responsibility.

INSURANCE: If the Seller is required to go on City property to perform work or services, the Seller shall assume full responsibility and expense to obtain all necessary insurance as required by the City, provide an Insurance Certificate, in a form acceptable to the CITY, naming the CITY as an additional insured, as proof of compliance therewith which said certificate shall constitute part of this Purchase Order.

INDEMNIFICATION: To the extent authorized by law, Seller shall indemnify, save and hold harmless City, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontracts or assignees pursuant to the terms of the order.

OCCUPATION SAFETY AND HEALTH: Seller compliance required under Chapter 442, Florida Statutes, that a Material Safety Data Sheet (MSDS) must accompany any toxic substance delivered as a part of the order.

REPRESENTATIVES: All parties to the order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

LOCAL RESOURCES: VENDOR shall give first priority to utilizing resources in the disaster area, including but not limited to procuring supplies and equipment, awarding sub-contracts, and employing workmen.

BONDING: The CITY reserves the right to require the VENDOR to post a performance and payment bond in the amount of One Hundred percent (100%) of the Purchase Order total, upon award or at such time deemed necessary by CITY.

PUBLICITY: No endorsement by the Buyer of the product and/or service will be used by the Seller in any way, manner or form in product literature or advertising.