

# CITY OF PLANTATION



## STANDARD PURCHASE ORDER TERMS AND CONDITIONS

Sellers providing goods or services to the City of Plantation acknowledge that by delivering such goods or services agree to the following terms and conditions. Should a formal contract be executed between the City of Plantation and the Seller (whether as a result of a formal bid or not), the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

1. Acceptance of this Purchase Order, including the terms and conditions set forth herein, shall constitute the formation of a binding and enforceable contract between City and Seller. Buyer hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by the City. Seller's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.
2. Non-Exclusive: This Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein
3. Packing Slip shall be enclosed with all orders and have the purchase order number appear on all paperwork.
4. **CANCELLATION.** Time is of the essence in this order. Buyer reserves the right to cancel this order, or any portion of this order, without liability, if: (1) delivery is not made when and as specified; (b) Seller fails to meet contract commitments as to exact time, price, quality or quantity; (c) Seller ceases to conduct its operation in the normal course of business; (d) Seller is unable to meet its obligations as they mature; (e) proceedings are instituted against Seller under the bankruptcy laws or any other laws relating to the relief of creditors; (f) a receiver is appointed or applied for by Seller; or (g) any assignment is made by Seller for the benefit of creditors. Buyer also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code then in effect in the state where Buyer has signed this order.
5. If pricing is different than specified on the Purchase Order, the Buyer must be notified in writing by seller prior to shipment of item, if it is not specially manufactured or is in commencement of manufacturing. If it is specially manufactured, the City may approve different pricing or cancel the order. Failure by seller to notify the Buyer of different pricing in writing as required by this paragraph shall enable the City to purchase the material in accordance with this Purchase Order or cancel the purchase without penalty before materials are accepted after delivery.
6. **INVOICE AND PAYMENT.** A separate invoice shall be issued for each shipment. Unless otherwise specified on this order, no invoice shall be issued prior to shipment of the goods and no payment shall be made prior to receipt of both the goods and a correct invoice. Applicable discount periods shall be computed from the date of receipt of the goods and a correct invoice to the date Buyer's check is mailed. Unless freight and other charges are itemized, discount shall be taken on the full amount of invoice.
7. **WARRANTIES.** Seller warrants that:
  - a. Price. The prices for the goods sold to Buyer under this order are not less favorable than those currently extended to any other customer for the same or like articles in comparable or less quantities.
  - b. Quality. All goods delivered under this order will conform to the requirements of this order (including all applicable descriptions, specifications, and drawings), will be free from defects in material and workmanship and will, to the extent not **manufactured pursuant to detailed designs furnished** by Buyer, be free from defect in design and fit for the intended purposes, and Seller's warranties and any more favorable warranties, service policies, or similar undertakings of Seller shall be enforceable by Buyer's customers and the users of Buyer's goods, as well as by Buyer.
8. The delivery schedule is 8AM-4PM, Monday through Friday, excluding holidays listed by the City of Plantation. Items not delivered in accordance with the delivery schedule and date as reflected in the bid or purchase order, are subject to refusal by the Buyer and will be redelivered at the seller's expense.
9. **INDEMNITY AND INSURANCE.**
  - a. Patent Indemnity. Seller, at its expense, shall protect, defend and indemnify Buyer, Buyer's customers, and the users of Buyer's goods against all claims and proceedings alleging infringement of any United States or foreign patent by any goods delivered under this order, and Seller shall hold them harmless from any resulting liabilities and losses, provided Seller is reasonably notified of such claims and proceedings. Seller's obligation shall not apply to goods manufactured pursuant to detailed designs furnished by Buyer nor to any infringement arising from the use or sale of goods in combination with goods not delivered by Seller if such infringement would not have occurred from the use or sale of such goods solely for the purpose for which they were designed or sold to Buyer. Seller's obligation shall extend to the U.S. government only if and to the extent Buyer has agreed to indemnify the U.S. Government.
  - b. General Indemnity. Seller, at its expense, shall indemnify Buyer and save Buyer harmless from any and all liability, demands, causes of action or claims, whether well founded or otherwise, including the cost of defending the same, for bodily injury to any person or damage to property, either real or personal, of any person whomsoever in any way arising out of, in the course of, or in connection with the goods or services purchased hereunder or the operations of the Seller in carrying out the provisions and terms of this Agreement.
  - c. Insurance. Seller shall maintain such public liability insurance, including products liability, completed operations, contractor's liability and protective liability, automobile liability insurance (including non-owned automobile liability) and Workmen's Compensation, and employer's liability insurance as will adequately protect Buyer against such damage, liabilities, claims, losses and expenses (including attorney's fees) as are described in this paragraph 9. Seller agrees to submit certificates of insurance evidencing its insurance coverage when requested by Buyer.
10. All items purchased are FOB Destination with such destination being designated on the purchase order, transportation charges prepaid; No extra charges will be allowed for boxing, crating, packaging, insurance, transportation, assembling and in-place installation unless otherwise indicated on the purchase order. CASH ON DELIVERY WILL NOT BE APPROVED.
11. **ASSIGNMENTS.** No assignment of any rights, including rights to money due or to become due hereunder, or delegation of any duties under this order shall be binding upon Buyer until its written consent has been obtained.
12. **INSTALLATION.** If this order requires Seller to furnish services of its supervisor expert or other employee in connection with the installation or any other matter under this order to perform work on Buyer's premises, Seller agrees, whether or not a separate charge is made therefore, that such supervisor, expert or other employee of Seller, in performing such services, is not and shall not be deemed to be the agent or employee of Buyer. Seller assumes full responsibility for its acts and omissions and agrees to save Buyer harmless from any claims whatever arising therefrom. Seller assumes exclusive liability for any payroll or other taxes imposed upon the employer by a Federal or State law.

13. **INSPECTION AND REJECTION.** All goods, except goods inspected and accepted by the government at source for direct shipment to the government, are subject to final inspection and acceptance by Buyer at destination notwithstanding any payment or prior inspection at source.
14. Such inspection will be made or prior inspection at source. Such inspection will be made within a reasonable time after receipt of goods. Buyer shall notify Seller if any goods delivered hereunder are rejected, and at Buyer's election and Seller's risk and expense, such goods shall be held by Buyer or returned to Seller. No replacement or correction of nonconforming goods shall be made by Seller unless agreed to in writing by Buyer.
15. **CHANGES AND DISCREPANCIES.** Any discrepancies, omissions or lack of clarity in drawings, specifications, or purchase orders, must be referred to the Buyer for written interpretation before this order is processed. Buyer shall have the right at any time before completion of the order, to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause an increase or decrease in price or in the time required for performance, Seller shall promptly notify Buyer thereof in writing and equitable adjustment shall be made. Changes shall not be binding upon Buyer unless evidenced by a purchase order change notice and issued and signed by Buyer.
16. **FORCE MAJEURE.** Seller shall not be liable for any delay or failure to deliver any or all of the goods covered by this purchase order in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm or any act of God, failure of crops or supplies, delays of common carriers, embargoes, or other causes beyond Seller's reasonable control. Similarly, Buyer shall not be liable for failure to take delivery of the goods for any of the above causes, or other causes beyond Buyer's reasonable control if they render it commercially impracticable for Buyer to receive or use the goods on a timely basis. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among itself and its various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse of nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell nor Buyer obligated to purchase at a later date that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use because of any of the aforementioned causes. No goods are to be tendered by Seller after expiration of the terms specified in this purchase order without consent of Buyer.
17. **TERMINATION FOR CONVENIENCE.** The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason. Such termination shall be effective by written notice from the City to the Supplier, specifying the extent and effective date of the termination. The Supplier shall submit a written request for incurred costs for work performed through the date of termination, and shall provide any substantiating documentation requested by the City.
18. **TERMINATION FOR DEFAULT.** Upon failure to perform this Purchase Order under its terms, the City will provide written notice to the Supplier of the breach, and the Supplier will have a reasonable time (as stated in the City's written notice) in which to cure the breach. Failure to cure within the stated time will subject the Supplier to a default termination, with no liability to the City. The City will retain all rights to common law breach of contract remedies.
19. All correspondence referring to this Order must be addressed to the City of Plantation ordering Buyer.
20. All credit adjustments must be made by check or credit memo directly to the Buyer.
21. The seller shall preserve and make available all relevant transaction documents relating to the purchase for a period of three years after termination or performance. If an audit has been initiated and audit findings have not been resolved at the end of these three years, the records shall be retained until resolution of the audit finding.
22. If the purchased items are classified as Toxic or Hazardous Substances under Chapter 442-Florida Statutes, Seller must submit copies of Material Safety Data Sheets for each substance to delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements may result in delay of payment.
23. This Purchase Order sets forth rights and remedies of and to The City of Plantation that are different than those otherwise set forth in the Florida Uniform Commercial Code. To that extent, such City rights and remedies shall be supplemental and additional to those otherwise afforded by such governing law.
24. Discount terms are as set forth in the Form. If no terms are specified, the net amount shall be payable within 30 days after the later of (i) delivery and acceptance of goods or other performance conforming to the terms of this Purchase Order and (ii) invoicing. Except as otherwise provided in the Purchase Order, the price includes all applicable Federal, State and local taxes and duties. Supplier assigns to Buyer all rights to refunds of sales and use taxes paid in connection with this Purchase Order and agree to co-operate with Buyer in the processing of any refund claims. Unless expressly otherwise provided in the Form, Buyer shall not be liable for any shipping, handling, fuel surcharges or similar fees.
25. **SCRUTINIZED COMPANY CERTIFICATION**  
By acceptance of this Purchase Order the company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the City to terminate this Agreement at the option of the City
26. **APPLICABLE LAW. This order shall be governed by the Uniform Commercial Code of the State in which Buyer has executed this order.**
27. **SUPPLEMENTAL TERMS.** The supplemental terms attached hereto, if any, shall constitute a part of this order.
28. **PUBLIC RECORDS:** CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
- (e) If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, Contractor shall contact the City's custodian of public records at City Clerk's Office, (954) 797-2237. [Sslattery@plantation.org](mailto:Sslattery@plantation.org), 400 NW 73<sup>rd</sup> Avenue, Plantation FL 33317.