

## TERMS AND CONDITIONS

The Following Standard Terms And Conditions Shall Be Incorporated As A Part Of All Purchase Order Agreements Issued By The City Of Margate ("City")

1. This purchase order shall be deemed a written contract and contains 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 written amendment signed by an authorized Purchasing Official of the City.
2. Include packing list with each shipment. All packages **must bear the City's purchase order number** on the shipping label.
3. No C.O.D. shipments accepted.
4. The delivery of the goods and/or services within the time specified is of the essence of this purchase order. The City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified. In the event vendor fails to make timely shipment, the 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.
5. All items purchased that are classified as toxic or hazardous substances under Chapter 442-Florida Statutes, vendor must submit copies of Safety Data Sheets (SDS) 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 will result in delay of payment until compliance is effected.
6. Quality: the quality of item(s) delivered shall be equal to or better than the item(s) listed herein as approved by the City. Substitutes of lesser quality must be approved, in writing, in advance, by the Purchasing Division, City of Margate, prior to shipment.
7. If prices are higher than specified, do not ship without the Purchasing Division's prior approval, in writing.
8. Send separate invoice for each shipment. Invoice must have an invoice number.
9. Calculations for invoice payments will be calculated from the date City receives the invoice.
10. Delivery will be accepted at vendor's risk. Goods are subject to inspection and return to vendor at vendor's expense if found unsatisfactory.
11. All credit adjustments must be made by check or credit memo directly to the Finance Department.
12. The City is exempt from the payment of all federal excise taxes and sales taxes of the State of Florida, and generally all other state governments. City shall furnish proper exemption certificate.
13. Correspondence in reference to this order must be addressed to the Purchasing Division, City of Margate, Florida.
14. The City assumes no responsibility for purchases exceeding \$750.00 which are not covered by a purchase order number, or approved by the Purchasing Division.
15. If these conditions are not acceptable, please advise the City upon receipt of the order, and before you make delivery.
16. The vendor shall preserve and make available all finance records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years and after termination of this contract; or, if any audit has been initiated and audit findings have not been resolved at the end of these five (5) years. The records shall be retained until resolution of audit findings.
17. To insure proper payment, please send a signed W-9 form which can be faxed to (954) 935-5258 or mailed to the City's Finance Department.
18. Prior to the delivery of goods or performance of services, the City must be notified. Please refer to the requisitioned by section of this purchase order for contact information. Vendor vehicles and personnel must be clearly identified.
19. All on site services provided pursuant to this purchase order shall require the vendor to supply certificate(s) of insurance for general liability (with the City listed as additional insured with endorsements), automobile liability and workers' compensation coverage or any additional coverage specifically required by the City.
20. Indemnification. Vendor shall indemnify and hold harmless the City for all damages, losses and liabilities arising out of the operations of vendor pursuant 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, the breach of any 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.
21. The purchase order shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action and/or claim arising from or related to this purchase order shall be in Broward County, Florida.
22. The risk of loss, injury or destruction, regardless of the cause shall be borne by the vendor until delivery of goods and/or services to the specified destination and inspection and acceptance of the goods by the City. Rejected goods will be returned to vendor at vendor's risk and expense.
23. Vendor warrants that the goods, services and/or workmanship furnished and/or delivered pursuant to this purchase order shall:
  - a. Conform in all respects to the description 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 not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by buyer unless otherwise stipulated herein;
  - d. Be free from any security interests, liens or encumbrances, vendor warrants that it has good and marketable title to the goods delivered hereunder;
  - e. Comply with the requirements of all applicable federal, state and municipal laws or regulations; and
  - f. Not infringe upon or violate any copyrights or patent rights.No warranty, either express or implied, may be modified, excluded or disclaimed in any way by vendor. All warranties shall remain in full force, notwithstanding acceptance and payment to buyer.
24. Vendor shall comply with all applicable federal, state and local laws, rules and regulations.
25. Vendor shall comply with the Fair Labor Standards Act and equal opportunity provisions of executive orders.
26. Vendor is expressly prohibited from delegating its duties and transferring or assigning its rights hereunder without the prior written approval of the City.
27. Any purchase made in accordance with this purchase order constitutes an acceptance of the foregoing conditions which supersede any other information, whether written or oral, which contradicts or conflicts with these terms and conditions.

28. In the event services or delivery of goods are scheduled to end because of the expiration of this purchase order, the vendor shall continue the service or delivery of goods upon request from the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing purchase order. The vendor shall be compensated for the service or delivery of goods at the rate(s) in effect from the original quoted price.
29. Scrutinized companies. Vendor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Florida Statutes. In addition, vendor agrees to observe the requirements of Section 287.135, Florida Statutes, for applicable sub-agreements entered into for the performance of work under this agreement. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this agreement, for cause, if the vendor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the vendor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the agreement. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

30. By accepting this Purchase Order, Vendor/Contractor and any sub-contractors related to this purchase become obligated to comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system.

31. Public Records  
The City of Margate is a public agency subject to Chapter 119, Florida Statutes. The vendor shall comply with Florida's Public Records Law. Specifically, the vendor shall:
  - a. Keep and maintain public records required by the City in order to perform the service;
  - b. Upon request from the City's custodian of public records, vendor shall 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 by 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 contract term and following completion of the contract if the vendor does not transfer the records to the City;
  - d. Upon completion of the contract, transfer, at no cost to the City all public records in 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 contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements;
  - e. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records;
  - f. 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. During the term of the contract, the vendor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City. The vendor agrees to make available to the City, during normal business hours and in Broward, Dade or Palm Beach counties, all books of account, reports and records relating to this contract; and

Vendor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by the City.

## Section 119.0701(2)(a), 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

**Custodian of Records: JENNIFER M. JOHNSON, MMC, CITY CLERK Mailing address: 5790 Margate Blvd. Margate, FL 33063 Telephone: 954-935-5325 Email: cityclerk@margatefl.com**