



CITY OF FLORIDA PROCUREMENT HUB

PURCHASE ORDER TERMS AND CONDITIONS

The following Terms and Conditions ("Terms") are applicable to this Purchase Order ("Order") entered into by and between the **City of Florida Procurement Hub**, a Florida municipal corporation (hereinafter referred to as "City"), and the vendor named on the Purchase Order (hereinafter referred to as "Vendor"). Acceptance of this Order, by performance or acknowledgment, constitutes Vendor's agreement to these Terms.

1. ACCEPTANCE OF ORDER & MODIFICATIONS

- This Order, including all documents incorporated by reference, constitutes the complete and exclusive agreement between the City and Vendor
- No modifications, amendments, or waivers of any provision of this Order shall be binding upon the City unless made in writing and signed by the City's authorized procurement representative (e.g., Chief Procurement Officer / Procurement Director).
- These standard Terms and Conditions have been approved as to form and legality by the City Attorney. Any modification to these standard Terms requires the written approval of the City Attorney.
- In the event of a conflict between these Terms and any other document related to this transaction, these Terms shall prevail, unless a separate written agreement signed by both parties expressly states otherwise.

2. ASSIGNMENT

- Vendor shall not assign this Order, or any rights or obligations hereunder, in whole or in part, without the prior written consent of the City. Any attempted assignment without such consent shall be void.

3. EXCUSABLE DELAYS (FORCE MAJEURE)

- Neither party shall be liable for any delay or failure to perform its obligations under this Order if such delay or failure is due to causes beyond its reasonable control, such as acts of God, war, terrorism, riots, fires, floods, epidemics, or governmental actions ("Force Majeure Event"), provided the non-performing party gives prompt written notice to the other party.
- The City may grant, in writing, an extension of time for performance if the delay will not adversely impact the best interests of the City and is directly attributable to a Force Majeure Event. This provision does not preclude the City from terminating the Order if the delay is excessive.

4. DEFAULT AND REMEDIES



- Vendor shall be in default if it: (a) fails to perform in accordance with any of the requirements of this Order; (b) becomes insolvent, files for bankruptcy, or has a receiver appointed; or (c) fails to comply with any applicable laws or regulations.
- In the event of Vendor's default, the City may, in addition to any other remedies available at law or in equity:
 - Terminate this Order in whole or in part.
 - Procure the goods or services from other sources and hold Vendor responsible for any excess costs incurred.
 - Withhold payments due to Vendor.
- Any termination for default by the City shall be without liability to the City, except for conforming goods delivered and accepted or services satisfactorily performed and accepted prior to the effective date of termination. Vendor shall be liable for excess costs of reprourement.

5. TERMINATION FOR CONVENIENCE

- The City reserves the right to terminate this Order, in whole or in part, at any time and for any reason, upon written notice to the Vendor.
- Upon receipt of such notice, Vendor shall immediately cease all work hereunder and take all reasonable steps to mitigate its expenses.
- The City shall pay Vendor for conforming goods delivered and accepted or services satisfactorily performed and accepted up to the effective date of termination, plus reasonable, documented, and unavoidable direct costs incurred by Vendor in performance of the Order prior to termination, but in no event shall Vendor be entitled to lost profits or consequential damages.

6. SHIPPING, DELIVERY, AND INSPECTION

- F.O.B. Point: Unless otherwise specified on the face of the Order, all goods shall be delivered F.O.B. Destination, freight prepaid by Vendor, to the location designated by the City. Title and risk of loss shall pass to the City upon acceptance at the destination. Collect shipments will not be accepted unless pre-authorized in writing.
- Delivery Schedule: Deliveries are to be made during the City's normal business hours (e.g., 7:30 a.m. to 4:00 p.m., Monday through Friday, excluding City holidays), unless otherwise stipulated in writing.
- Special Handling: Vendor shall notify the City in advance of any deliveries that require special handling or assistance for off-loading. Failure to do so may result in Vendor being billed for any resulting redelivery, storage, or handling charges.
- Packaging: All goods must be packaged in accordance with good commercial practice to ensure safe arrival and to comply with applicable carrier regulations. Each package must be clearly marked with the City's Purchase Order number.
- Inspection and Acceptance: All goods and services are subject to inspection and approval by an authorized representative of the City upon delivery or completion. The City reserves the right to reject any non-conforming goods or services. Rejected items shall remain the property of the Vendor and will be returned or disposed of at Vendor's expense. Acceptance shall not waive any of the City's rights under warranty or for latent defects.

7. QUANTITIES



- The quantities specified in this Order cannot be changed without prior written approval from the City.
- Goods shipped in excess of the quantity designated may be returned at Vendor's expense or retained by the City at the Order price.

8. PRICING AND PAYMENT

- Prices: Prices stated on this Order are firm and all-inclusive (including all labor, materials, shipping, handling, and other costs) unless otherwise specified.
- Taxes: The City of Florida Procurement Hub is exempt from Federal Excise Tax and Florida Sales and Use Tax. Vendor shall not charge the City for such taxes. Upon request, the City will provide its tax exemption certificate. Vendors are responsible for any sales tax due on materials they purchase to fulfill this Order.
- Invoicing: Vendor shall render an original, itemized invoice to the address specified on the Purchase Order (e.g., City of Florida Procurement Hub, Department of Financial Services, 1234 Strategic Sourcing Street, Florida Procurement Hub, FL 33333). The invoice must include, at a minimum: Vendor's name and address, invoice date, City Purchase Order number, description of goods/services, quantity, unit price, and total amount due.
- Payment Terms: Payment terms are Net 30 days from the later of: (a) the City's receipt of a correct and complete invoice, or (b) the City's acceptance of the conforming goods or satisfactory completion of services, unless otherwise stated on the face of the Order. Payment will be made in accordance with the Florida Prompt Payment Act, if applicable.
- Payment Address Changes: Payments will be made only to the company name and address as set forth on the Order unless Vendor has submitted a formal written request for change on official company letterhead, signed by an authorized officer of the company, and such change has been acknowledged by the City.

9. WARRANTIES

- Vendor warrants that all goods furnished hereunder shall: (a) strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions, and samples; (b) be new, of the highest quality, and free from defects in design, material, and workmanship; (c) be merchantable, safe, and fit for the City's intended purposes, which purposes have been communicated to or are known by Vendor; (d) be free and clear of all liens, encumbrances, and any actual or claimed patent, copyright, or trademark infringement; (e) be adequately contained, packaged, marked, and labeled; and (f) be manufactured and delivered in compliance with all applicable federal, state, and local laws, regulations, and standards.
- Vendor warrants that all services provided hereunder shall be performed: (a) with due professional care and in a workmanlike, professional, timely, and diligent manner; (b) in accordance with all applicable industry standards and best practices; (c) by qualified, experienced, and appropriately licensed (if applicable) personnel; and (d) in strict conformance with this Order, including any statements of work or specifications.
- The warranty period shall be a minimum of twelve (12) months from the date of acceptance by the City or the date of first use by the City, whichever is later, unless a longer period is otherwise specified or offered by the manufacturer.



- Notwithstanding the foregoing, Vendor agrees to waive the expiration of the warranty period if material failures or defects are discovered after the warranty period in a significant portion of the goods, or if a defect is discovered that, in the City's reasonable opinion, constitutes a threat to property or public health and safety.
- These warranties are in addition to all other warranties, express, implied, or statutory.

10. INDEMNIFICATION

- To the fullest extent permitted by Florida law, Vendor shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and agents from and against any and all claims, damages, losses, liabilities, judgments, causes of action, costs, and expenses (including but not limited to attorneys' fees and court costs) arising out of or resulting from any act, error, omission, or negligent or wrongful act of the Vendor, its officers, employees, agents, subcontractors, or assignees in the performance of this Order.
- This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which the City may otherwise have. The City's failure to monitor, inspect, or supervise the work shall not diminish Vendor's obligations hereunder.
- Intellectual Property Indemnification: Vendor shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, liability, judgments, or causes of action (including costs, expenses, and attorneys' fees) arising from the infringement or alleged infringement of any United States patent, trademark, copyright, or other intellectual property right, for or on account of the use or sale of any product or service furnished under this Order.

11. INSURANCE

- If Vendor is required to perform services or deliver goods on City property, or if otherwise required by the City, Vendor shall, at its sole expense, procure and maintain, during the term of this Order, insurance coverages as specified by the City's Risk Manager.
- Standard minimum requirements often include:
 - Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The City of Florida Procurement Hub shall be named as an Additional Insured.
 - Commercial Automobile Liability insurance covering all owned, non-owned, and hired vehicles, with limits of not less than \$500,000 (or \$1,000,000 depending on risk) combined single limit per accident. The City of Florida Procurement Hub shall be named as an Additional Insured.
 - Workers' Compensation insurance as required by Chapter 440, Florida Statutes, and Employer's Liability insurance with limits of not less than \$100,000 each accident, \$100,000 disease each employee, and \$500,000 disease policy limit.
- Vendor shall provide the City with a Certificate of Insurance evidencing such coverage and endorsements prior to commencing work or delivering goods. All insurance policies shall be issued by insurers authorized to do business in the State of Florida and rated A-VII or better by A.M. Best Company.
- The City's Risk Manager must approve any exceptions to these requirements in writing.



12. COMPLIANCE WITH LAWS

- Vendor shall, in the performance of this Order, comply with all applicable federal, state, county, and local laws, ordinances, rules, and regulations, including but not limited to those pertaining to occupational safety and health (OSHA), non-discrimination, environmental protection, and public procurement. Lack of knowledge by the Vendor shall in no way be a cause for relief from responsibility.
- Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS): Vendor must comply with requirements under Chapter 442, Florida Statutes, (Florida Right-to-Know Law) that any toxic substance delivered as a part of this Order must be accompanied by a Safety Data Sheet (SDS), formerly MSDS.
- Anti-Discrimination: Vendor, in its performance of this Order, shall not discriminate against any employee, applicant for employment, or client because of race, creed, color, religion, sex, national origin, age, disability, marital status, sexual orientation, or any other basis prohibited by law.
- E-Verify: If applicable, Vendor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility," requiring contractors to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City may terminate this Order for Vendor's failure to comply.
- Public Records: Vendor acknowledges that this Order and any related documents may be subject to Florida's Public Records Law, Chapter 119, Florida Statutes. Vendor shall comply with all public records laws, including but not limited to:
 - Keeping and maintaining public records required by the City to perform the service.
 - Upon request from the City's custodian of public records, providing the City with a copy of the requested records or allowing the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - Ensuring 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 Order term and following completion if the Vendor does not transfer the records to the City.
 - Upon completion or termination of the Order, transferring, at no cost, to the City all public records in possession of the Vendor or keeping and maintaining public records required by the City to perform the service. If the Vendor transfers all records to the City, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format compatible with the information technology systems of the City.
 - 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 ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: JANE DOE, CITY CLERK, (111) 111-1111, JDOE@FLORIDAPROUREMENTHUB.COM, 1234 STRATEGIC SOURCING STREET, FLORIDA PROCUREMENT HUB, FL 33333.
- Scrutinized Companies: Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, maintained pursuant to Section 215.4725, Florida Statutes, or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or engaged



in business operations in Cuba or Syria. The City may terminate this Order if Vendor is found to have submitted a false certification or has been placed on any of these lists.

- Contracting with Entities of Foreign Countries of Concern: By acceptance of this Order, the Vendor certifies that it is in compliance with Section 287.138, Florida Statutes, regarding contracting with entities organized or transacting business with a foreign country of concern. The City may terminate this Order if Vendor is found to have submitted a false certification or is not in compliance with this statute.

13. GOVERNING LAW AND VENUE

- This Order and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.
- Venue for any litigation arising out of this Order shall lie exclusively in a court of competent jurisdiction in _____ County, Florida. The parties waive any right to a jury trial.

14. SOVEREIGN IMMUNITY

- Nothing in this Order shall be deemed as a waiver of the City's sovereign immunity or of any rights, limitations, or protections available to it under Section 768.28, Florida Statutes, or any other applicable law. Nothing in this Order shall be construed to cause the City to be liable for any amount in excess of the monetary limitations on liability set forth in Section 768.28, Florida Statutes.

15. ETHICS AND CONFLICT OF INTEREST

- Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Order and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Order.
- Vendor shall comply with all applicable Florida ethics laws, including but not limited to Chapter 112, Florida Statutes, regarding standards of conduct for public officers, employees, and agents.
- Vendor shall promptly disclose to the City any actual, potential, or apparent conflict of interest arising during the term of this Order.

16. AUDIT AND RECORDS

- For a period of three (3) years after final payment under this Order, or longer if required by law, the City or its authorized representatives shall have the right to audit, examine, and make copies of Vendor's books, records, and other documents related to this Order.

17. AUTHORIZED REPRESENTATIVES

- All parties to this Order agree that their respective representatives named herein or on the face of the Purchase Order possess full and complete authority to bind said parties in matters relating to this Order.



18. PUBLICITY

- Vendor shall not use the City's name, logo, or refer to this Order in any advertising, press release, or other publicity without the prior written consent of the City.

19. INDEPENDENT CONTRACTOR

- Vendor is, and shall perform as, an independent contractor and not as an officer, employee, or agent of the City. Vendor shall be solely responsible for its own acts and those of its employees, agents, and subcontractors. No partnership, joint venture, or agency relationship is created by this Order.

20. SEVERABILITY

- If any term or provision of this Order is found to be illegal, invalid, or unenforceable, such term or provision shall be deemed severed, and the remaining terms and provisions shall remain in full force and effect, provided the essential purposes of the Order can still be achieved.

21. ENTIRE AGREEMENT

- This Order, including all documents incorporated herein by reference (such as specifications, drawings, or solicitation documents, if applicable), constitutes the entire agreement between the City and Vendor with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.

22. WAIVER

- No waiver by the City of any breach of any provision of this Order shall constitute a waiver of any other breach or of such provision. The City's failure to insist on strict performance of any term shall not be deemed a waiver of any right or remedy that the City may have.

23. NOTICES

- Any notices required or permitted to be given hereunder shall be in writing and shall be deemed effective when delivered personally, by recognized overnight courier, or by certified mail, return receipt requested, postage prepaid, to the addresses specified on the Purchase Order or as otherwise designated in writing by the parties.

24. SURVIVAL

- Provisions of this Order which by their nature should apply beyond its termination will remain in force after any termination or expiration of this Order, including but not limited to, provisions concerning Warranties, Indemnification, Insurance, Governing Law and Venue, Sovereign Immunity, Public Records, and Audit.