CITY OF OVIEDO
PURCHASE/WORK ORDER TERMS AND CONDITIONS

1. By accepting this Purchase/Work Order (PO), the Vendor accepts all of the Terms and Conditions included herein. The Buyer is the City of Oviedo, Florida, hereinafter referred to as the "City". The term "City" is used in a broad sense to include its employees, directors, officers, agents, volunteers, etc.

2. All information referenced is hereby incorporated into the PO. These Terms and Conditions may be varied only by written amendment signed by both parties. All modifications in performance, including but not limited to extensions of time, renewal, or substitution are void absent a dually signed amendment by both parties. Time is of the essence of the lawful performance of the duties and obligations contained in the Purchase Order. The Vendor agrees that Vendor shall diligently and expeditiously pursue the Vendor's obligations.

3. Cancellation rights reserved by the City: The City may cancel this PO in whole or in part at any time for default by written notice to the Vendor. The City shall have no liability to the Vendor beyond payment of any balance owed for Material purchased hereunder and delivered to and accepted by the City prior to the Vendor's receipt of the notice of termination.

4. Terms of shipping are F.O.B. the City's delivery location unless otherwise noted within the terms of this PO. Regardless of the indicated F.O.B. point, the City does not accept title until the delivery is acknowledged by an authorized City representative.

5. Prices stated on this PO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida Sales and Use Tax and will furnish the Vendor with proof of tax exemption upon request. Extra charges for any purpose will not be allowed unless explicitly indicated on the PO. This order is hereby cancelled, if pricing is omitted.

6. The Vendor warrants that any material or equipment supplied hereunder is in new, unused condition and free from defects in title, workmanship, defects in design and in full compliance with the specifications defined by the City in the order. The goods or services furnished under this PO are covered by commercial warranties for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City. A copy of these warranties and all applicable manufacturers' warranties shall be furnished at the time of delivery.

7. The City reserves the right to conduct any inspection or investigation to verify compliance of the goods and/or services with the requirements of this purchase order and to reject any delivery not in compliance If any deficiency is not visible at the time of delivery the City reserves the right to take and/or require

appropriate corrective action upon the discovery of any deficiency, non-compliance, or defect.

8. All tools or property furnished to the Vendor by the City shall remain the property of the City, be subject to removal upon the City's demand, be used only on behalf of the City, be maintained in good order, and be clearly identified as property of the City. The Vendor assumes any and all liability of whatsoever type or nature for loss or damage to such property.

9. The Vendor agrees to comply with all Federal, State of Florida, Seminole County, City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase.

10. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless and defend the City, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or in part by the error, omission, act, failure to act, breach of contract obligation, malfeasance, officers, officials, employees, or agents. Additionally, the Vendor accepts responsibility for all damages resulting in any way related to the procurement and delivery of goods or services contemplated in this purchase order. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, Florida Statutes.

11. The Vendor shall not assign this PO, any rights under this PO or any monies due or to become due hereunder nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.

12. All Material purchased hereunder must be packaged to ensure its security and delivery in accordance with the City's shipping and packaging specifications and good commercial practice. Each package shall be labeled indicating the addressee of each package or shipment and the applicable PO number. All shipments shall comply with HAZMAT requirements including, but not limited to, (DOT) regulations published in 49CFR 1399, OSHA regulations 29 CFR 4999.

13. The Vendor shall perform the obligations of this PO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

14. The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures.

15. After each delivery, the Vendor shall provide to the "bill to address" an original, "proper invoice" (single copy) which includes:

    a) Vendor's name (dba), telephone number, mailing address
    b) City's PO Number
    c) Date of invoice
    d) Shipping date
    e) Delivery date
    f) Payment terms
    g) Description of goods/services
    h) Quantity
    i) Unit price
    j) Extended price
    k) Total

    The City has the right to reconcile the invoice with the PO and adjust payment accordingly to comply with the PO. Payment will be made only to the Vendor identified on the PO and for received and accepted goods/services. The City shall have right at any time to set-off any amounts due to the Vendor against any amounts owed to the City by the Vendor and shall in the case of Vendor default retain the right to further adjust payments as consistent with the best interests of the City.

16. Payment of invoices will be on a net 30 basis in compliance with Chapter 218, Part VII of Florida Statutes and the stipulations, terms and conditions of this PO. Any cash discount period will date from receipt of invoice, receipt of actual delivery or date of invoice, which ever is later.

17. If this PO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Office regarding insurance coverage requirements. In circumstances where insurance is required, Vendor shall provide proof of insurance required by the City, or City reserves the right to cancel this Purchase Order, immediately suspend performance by the Vendor at Vendor's expense and prohibit access to City premises until such proof of insurance is verified. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.

18. The failure of the City to enforce any provision of this PO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

19. The Vendor shall notify the Purchasing Office of any inherent hazard and applicable precautions, protective measures and provide any additional relevant information, including MSDS, related to the Material being purchased herein.

20. A person or affiliate who has been removed from the City's Vendor List may not submit a bid or transact business with the City in excess of Category Two for a period of 36 months from the date of being removed from the City's Vendor List.

21. In compliance with 8 U.S.C. Section 1324a (e) [Section 274A (e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this PO with any contractor who knowingly employs unauthorized alien workers.

22. This PO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Eighteenth Judicial Circuit in and for Seminole County, Florida.

23. The vendor agrees that at all times it must be lawfully authorized to conduct business in the State of Florida.

24. CONTRACTOR/CONSULTANT agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR/CONSULTANT must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) 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 term of this Agreement and following completion of this Agreement if the CONTRACTOR/CONSULTANT does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR/CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONTRACTOR/CONSULTANT transfers all public records to the City upon completion of this Agreement, the CONTRACTOR/CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR/CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONTRACTOR/CONSULTANT shall meet all applicable requirements for retaining public records. 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, and (5). If the CONTRACTOR/CONSULTANT does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR/CONSULTANT shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR/CONSULTANT of the request, and the CONTRACTOR/CONSULTANT must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR/CONSULTANT to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR/CONSULTANT and shall promptly provide the City with a copy of the CONTRACTOR's/CONSULTANT's response to each such request.

The CONTRACTOR/CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, BARBARA BARBOUR, MMC, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, BBARBOUR@CITYOFOVIEDO.NET.

NOTE: ANY AND ALL TERMS AND CONDITIONS ATTACHED HERETO OR AGREED UPON IN A SEPARATE AGREEMENT WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.