

**CITY OF COOPER CITY, FLORIDA
PURCHASE ORDER TERMS & CONDITIONS**

The following Terms and Conditions are applicable to this purchase order entered into by and between City of Cooper City (referred to as the "City") and Vendor (referred to as the "Seller")

1. MODIFICATIONS

This purchase order form and any other document pertaining to this transaction that has been acknowledged in writing by the Purchasing Agent constitute the complete and exclusive statement of this purchase order. Accordingly, no modification or amendment shall be binding upon the City unless signed by the Purchasing Agent.

2. CITY ATTORNEY APPROVAL

The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this purchase order, these terms and conditions shall prevail.

3. ASSIGNMENT

Any assignment of this purchase order or the performance of work hereunder, in whole or in part, is prohibited.

4. EXCUSABLE DELAYS

The City may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the City and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the purchase order.

5. TERMINATION FOR DEFAULT

If Seller defaults in its performance and does not cure the default within 30 days after written notice of default, the City may terminate this purchase order, in whole or in part, upon written notice without penalty to the City. In such event, Seller shall be liable for damages, including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that Seller was not in default or (2) Seller's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for convenience of the City.

6. TERMINATION FOR CONVENIENCE

The City may terminate this purchase order, in whole or in part, upon 30-days prior written notice, when it is in the best interest of the City. If the purchase order is for supplies, products, equipment or software, and is terminated for convenience by the City, Seller will be

compensated in accordance with an agreed upon adjustment of cost. To the extent that the purchase order is for services and so terminated, the City shall only be liable for payment for those services rendered prior to termination.

7. PAYMENT TERMS

By accepting this purchase order, the Seller agrees that payment terms shall be Net 30, unless otherwise stated.

8. INVOICING

Original invoices shall be mailed to City of Cooper City, PO Box 290910, Cooper City, FL 33329-0910, or emailed to Accounting@CooperCityFL.org. This purchase order number and shipping location shall be referenced on each invoice. Invoices not issued to the City in a timely manner may be subject to non-appropriation.

9. TAX

The City of Cooper City is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

10. RESPONSIBILITY

The City is not responsible for any goods delivered or services performed unless covered by a duly signed and authorized City of Cooper City purchase order issued by the Procurement Division.

11. ACCEPTANCE

Seller's acceptance of this purchase order will be presumed unless Seller acknowledges exception, in writing, to the City within (10) calendar days after date of the purchase order.

12. REPRESENTATIVE

All parties to this purchase order agree that the representatives named herein possess full and complete authority to bind the parties.

13. SHIPPING/F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list those charges separately on the invoice. Under no circumstances will collect shipments be accepted.

14. DELIVERIES

Deliveries shall be made during the hours of 8:30 AM to 3:30 PM, Monday through Friday, excluding holidays, unless otherwise stipulated. COOPER CITY FACILITIES ARE NOT EQUIPPED WITH LOADING DOCKS. Accordingly, Seller shall notify the City of

deliveries that require special handling and/or assistance for off-loading. The City will not be responsible for redelivery, storage or handling charges due to Seller's failure to notify the City concerning this type of delivery.

15. INSPECTION

All commodities delivered on this purchase order are subject to inspection upon receipt by a representative of the City. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

16. QUANTITIES

Quantities specified in the purchase order cannot be changed without City approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

17. PAYMENT CHANGES

Payment will be issued only to the company and address set forth on the purchase order, except if the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company. Unless paid using a City credit card, payment in the form of a City of Cooper City check will be mailed to the remit to address on file. Payment will not be hand delivered.

18. ANTI-DISCRIMINATION

Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for disqualification.

19. UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and supplement the terms and conditions of this purchase order.

20. LEGAL RESPONSIBILITY

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

21. COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless City, its officers, employees and agents from liability for

infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to City or used in the performance of this purchase order.

22. INDEMNIFICATION

Seller shall indemnify, hold harmless and defend City, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this purchase order.

23. OCCUPATIONAL SAFETY & HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this purchase order must be accompanied by a Material Safety Data Sheet (MSDS).

24. INSURANCE

Unless otherwise stated in a formal solicitation issued by the City and awarded to the Seller, the Seller of services must have secured and maintained the required minimum amount of \$1,000,000 general and \$1,000,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City's risk manager.

25. COMPLIANCE WITH LAWS

This agreement shall be governed by the laws of the State of Florida. Seller shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to this purchase order or the performance of work hereunder.

26. CONSENT TO JURISDICTION

Venue of any action to enforce this purchase order or the performance of work hereunder shall be in Broward County, Florida. If City or Seller shall be required to enforce the terms of this purchase order by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

27. WARRANTY

Commodities furnished shall be new and free from defects and packaged commercially for shipment and delivery. Any implied warranty granted under the Uniform Commercial Code

shall apply to all commodities purchased under this Contract. All written standard warranties for commodities shall inure to the benefit of the City, and Seller shall supply a copy of the manufacturer's written standard warranty certificates for each commodity being purchased. The warranty supplied by the manufacturer shall begin on the date of acceptance of the commodities by the City and shall remain in full force for the full period identified by the manufacturer. Any payment by the City for the commodities received does not constitute a waiver of these warranty provisions.

If Seller fails to honor the manufacturer's warranty and/or fails to correct or replace the defective items within fifteen (15) calendar days after written notice from the City of such deficiencies, the City may, at its discretion, provide additional written notice of potential debarment or of other contractual remedies if the corrections or replacements are not completed to City's satisfaction within five calendar days of receipt of the notice. If Seller fails to satisfy the manufacturer's warranty, or provide the corrections or replacements within the specified time, the Seller may be placed in default and/or the commodities may be obtained from another seller and the Seller charged the costs of procurement, either through an offset from any unpaid invoices or through invoices.

28. DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By accepting this purchase order, Vendor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. CONVICTED VENDOR LIST

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded

or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By accepting this purchase order, Vendor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

30. SCRUTINIZED COMPANIES LIST

Pursuant to Section 287.135, Florida Statutes, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel. Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Vendor certifies that it is not on 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; and Vendor further certifies that it is not engaged in business operations in Cuba or Syria. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Vendor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

31. PUBLIC RECORDS

Seller agrees to keep and maintain public records in Seller's possession or control in connection with Seller's performance under this purchase order. Seller additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

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:

**KATHRYN SIMS, CITY CLERK
CITY OF COOPER CITY
9090 SW 50TH PLACE
COOPER CITY, FL 33328
TELEPHONE: 954-434-4300
EMAIL: KSIMS@COOPERCITYFL.ORG**