

CITY OF LAKE CITY

PURCHASE ORDER (PO)

STANDARD TERMS AND CONDITIONS

If this PO is issued under a formal executed written contract, the terms and conditions of the contract shall govern. Please direct all questions or concerns to City of Lake City Procurement Department at (386) 719-5816 or procurement@lcfla.com

1. DEFINITION: "BUYER" means City of Lake City as identified in the PO; "SELLER" means vendor that sells goods and/or services to BUYER.
2. FREIGHT/SHIPPING: Prices stated are FOB Destination, freight prepaid and allowed, to shipping location specified on PO unless another FOB method is agreed upon in writing. Materials/supplies shall be properly packaged and marked with the PO number.
3. DELAYS/CANCELLATIONS: If delivery/completion dates cannot be met, SELLER shall inform BUYER immediately. However, such notice shall not constitute a change to the delivery/completion terms of the PO unless BUYER modifies the PO in writing. If any item is not received or if any element of the work is not completed by the date specified, BUYER, at BUYER's option and without prior notice to SELLER, may either approve a revised date or may cancel the PO and obtain such goods or work elsewhere. SELLER also shall be liable to BUYER for compensatory damages arising from such failure to timely perform.
4. INSPECTION AND ACCEPTANCE: Will be at final destination, unless otherwise specified. SELLER shall bear risk of loss until delivery and final acceptance of all items or completion of all work. No inspection or test made prior to final acceptance shall relieve SELLER from responsibility for defects or other failure to meet the requirements of this order. Rejected materials will be returned to SELLER at SELLER's risk and expense. "Final acceptance" shall occur when all items have been received, or all work has been completed, and accepted by BUYER, and BUYER has authorized final payment to SELLER.
5. INDEMNITY: SELLER shall indemnify and hold harmless the City, its officers, elected and appointed officials, employees and their agents from and against all claims, damages, losses, expenses, and liabilities arising out of the operations of SELLER pursuant to the PO specifically including, but not limited to, those caused by or arising out of a defective condition in the goods, whether patent, copyright, or latent, provided that such defect existed at the time of shipment by SELLER; the negligence of SELLER in the marketing, sale, and/or provision of the goods/ and/or services under the PO. SELLER agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim.
6. VARIATION IN QUANTITY: No variation in the quantity of any item purchased will be accepted unless such variation is otherwise permitted by the terms of the PO or by amendment to the PO.
7. CHANGES: No substitutions, quantity changes, price increases, etc. shall be made without a written change order to the PO.
8. WARRANTY: SELLER warrants that delivered supplies or equipment, or work performed, shall be free from all defects in material and workmanship for a period of one (1) year after acceptance and shall comply with manufacturer's specifications. All manufacturers' warranties shall be deemed assigned to BUYER.
9. SUBMISSION OF A PROPER INVOICE: Invoices may be submitted via (1) E-mail (electronic PDF image): financeadmin@lcfla.com; (2) Mail: Accounts Payable, 205 N. Marion Avenue, Lake City, FL 32055, or (3) Delivery: same address. Any invoice or payment request which is received by the CITY FINANCE DEPARTMENT must conform to the following requirements:
 - A. Complies with all terms of the PO;
 - B. Is an original invoice;
 - C. Is not under dispute;And must contain the following information:
 - A. The name and address of SELLER as reflected on the PO;
 - B. The invoice preparation date;
 - C. The number of the invoice to facilitate identification;
 - D. The authorizing CITY PO number; if PO is issued under a master contract, also include master contract number;
 - E. PO line item number, including description, quantity, unit of measure, unit price and extended price of the item;
 - F. Terms of any prompt payment discount offered;
 - G. Federal Identification Number (if applicable); and
 - H. Payment remittance address.
10. PAYMENT: Payment of invoices will be made in accordance with the Local Government Prompt Payment Act (Sec. 218.70, et seq., Florida Statutes). No C.O.D. shipments will be accepted. Inquiries concerning payment of invoices should be directed to the CITY FINANCE DEPARTMENT, telephone (386) 719-5792.
11. SELLER's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without express authorization of the CITY.
 - A. All materials, drawings, or other items provided by BUYER to SELLER remain the property of BUYER and will be returned to BUYER upon demand.
 - B. Any and all artwork or typeset photo ready material that has been paid for in the initial set up charge, or has been sent to SELLER for reproduction by BUYER will be returned to BUYER before final payment shall become due.
 - C. All containers, reels, or pallets shipped with supplies by SELLER are to remain the property of BUYER unless otherwise agreed in writing.
12. TERMINATION: The CITY may, by giving ten (10) calendar days written notice to the SELLER, terminate this order prior to the designated completion date FOR DUE CAUSE. Due cause for termination shall be, but not limited to, the best interests of the CITY, failure of the products to meet specifications, and/or for reasons of unsatisfactory service. The City may, upon giving thirty (30) calendar days written notice to SELLER, terminate the order with or without cause.
13. LAWS: The items and/or services covered by this PO shall comply with all federal, state or local laws relative thereto. All questions of validity, interpretation or performance of any of the terms or of any rights or obligations of the parties to this agreement shall be governed by Florida law; and any action brought by either party to enforce any of the terms of the agreement shall be filed in Columbia County, Florida.
14. TAXES: BUYER is exempt from sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. Do not include taxes in pricing. A copy of BUYER's Tax Exemption Certificate is available upon request.
15. MATERIAL SAFETY DATA SHEETS (MSDS): Prior to shipping any chemicals or substances to the City or bringing any chemicals or substances onto City property or a City work site, the Contractor shall provide City with copies of current Material Safety Data Sheets (MSDS).
16. ASSIGNMENT: SELLER may not assign any portion of the PO without prior consent.
17. INSURANCE COVERAGE: Applicable to the purchase of supplies, equipment, and services, including construction, the SELLER, at own cost and expense, shall obtain and maintain in force during the term of this PO, the following minimum insurance coverage:
 - A. Commercial General/Umbrella Liability Insurance – \$1,000,000 limit per occurrence for property damage and bodily injury. Service provider should indicate whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for: Premise/ Operations; Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project); Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; Personal Injury.
 - B. Business Automobile/Umbrella Liability Insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
 - C. Workers' Compensation and Employers'/Umbrella Liability Insurance - - Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$500,000.00 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.
 - D. If PO is for professional services, professional liability insurance, including errors and omissions, \$1,000,000 or as per project.

NOTE: Additional insurance coverage may be required.

Revised 4-26-2017