

## City of Hallandale Beach Purchase Order Terms and Conditions

### **City of Hallandale Beach Purchase Order Terms and Conditions Agreement -**

The following terms and conditions are applicable to all purchase orders issued to a Vendor and entered into by and between the City of Hallandale Beach, Florida, referred to as City, and Vendor which are included by reference herein.

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

**Assignment.** Any assignment of the purchase order, performance of work hereunder, in whole or in part, or monies due to become due hereunder, shall be void unless consented to by the City in writing through a purchase order and City shall have no obligations to any assignee of Vendor under any assignment not consented to in writing by the City.

**Anti-Discrimination.** Vendors doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age, with regard to, but not limited to, the following: employee practices, rates of pay or other compensation methods and training selection.

**Compliance.**

- a. The Vendor shall observe and comply with all Federal, State, Local and Municipal Laws, Ordinance Rules and Regulations that apply to this purchase order.
- b. Vendor shall provide access to pertinent records relative to a purchase order for a period of three (3) years after the last receipt of payment is made under this purchase order, whichever occurs last.

**Boycott.** Procurement Code Chapter 23-6(l) prohibits the City from procuring goods and services from, or otherwise contracting with a business which engages in the boycott of a person or entity based on race, color, religion, gender, national origin, or any other legally protected class. By virtue of receipt of the Purchase Order, Firm agrees it is and shall remain in full compliance with Section 23-6 (l) of the City of Hallandale Beach City Code

**Default.** In the event of default by the Vendor, the City may procure the article or services covered by the purchase order from other sources and hold the Vendor responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

**Deliveries.** Deliveries are to be made during hours 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Vendor shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Vendor of any add-on re-delivery, storage, or handling charges.

**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 interest of the City and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the order.

**F.O.B.** In those cases where prices stated are not F.O.B. destination, Vendor is required to prepay charges and list such on the invoice.

**False Claims Ordinance No. 2018-22.** The City of Hallandale Beach Code of Ordinances, Chapter 19, Article V, False Claims (Ordinance No. 2018-22) was approved by City Commission on August 15, 2018. The False Claims Ordinance purpose is to deter persons from knowingly causing or assisting in causing the City to pay false claims, and to provide remedies for obtaining damages and civil relief for the City if a false claim is sought or obtained from the City. Click link to access [False Claims Ordinance No. 2018-22](#).

**Indemnification.** To the extent authorized by any law, Vendor shall indemnify, save and hold harmless the City, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Vendor, or its employees, agents, subcontractors or assignees in performance of and pursuant to the terms of the purchase order.

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

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Insurance. If the Vendor is required to go on City property to perform work or services, the Vendor shall assume full responsibility and incur expense to obtain all necessary insurance as required by the City. The Vendor must have secured, maintained and provide the required amount of \$1,000,000 General Liability and \$500,000 Automobile Liability limits and must list the City as an additional insured. The Vendor must have Worker's Compensation coverage as required by law. An exception to the above stated limits or other requirements must be endorsed and approved by the City's Risk Manager.

Invoicing. Vendor must render an original invoice in duplicate to the Finance Department. This information is stated on the front of the purchase order. Any invoice not issued and provided to the City within 60 days from receipt of the Purchase Order will not be paid.

Legal Responsibility. By accepting this purchase order, Vendor 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, statutes, ordinances and regulations. Lack of knowledge by the Vendor shall in no way be a cause of relief from responsibility.

Liability-copyright/patent/trademark. Vendor shall save and hold harmless City of Hallandale Beach, its 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 the City or used in the performance of this purchase order.

Litigation Venue. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, in the 17<sup>th</sup> Judicial Circuit, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Modifications/Changes to purchase order. No modifications and/or changes shall be binding upon the City unless approved in writing by the City through a revised purchase order. Quantities specified in the purchase order cannot be changed without written approval by the City which will be provided through a new modified/revised purchase order.

Occupation Safety and Health. Vendor compliance required under Chapter 553.62, Florida Statutes, or otherwise by law, that any toxic substance delivered as a part of the purchase order must be accompanied by a Material Safety Data Sheet (MSDS).

Polystyrene (Styrofoam) Administrative Policy. The City of Hallandale Beach Administrative Policy 2009.002, Expanded Polystyrene Administrative Policy was approved by the City Commission during the April 18, 2018 by City Commission. The Policy is to preserve and enhance the health and quality of the environment in Hallandale Beach by restricting the use of City funds by City employees, contractors and/or vendors to purchase expanded polystyrene (Styrofoam) products for use or sale on City property or City facilities. Under the policy, City funds may not be expended to purchase Styrofoam food services articles for use or sale in City facilities or on City property. This includes funds used by City employees or used to pay City Contractors or vendors. Styrofoam food service articles will no longer be permitted to be sold or used in City facilities or on City properties by contractors or vendors that are paid with City funds. Click to access [2009.002 Expanded Polystyrene \(Styrofoam\) Administrative Policy](#).

Payment Changes. Payments will only be made to the Vendor at the address as set forth on the purchase order unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.

Publicity. No endorsement by the City of the product and/or service will be used by Vendor in any way, manner or form in product literature or advertising.

Purchase Order Number. The purchase order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning the purchase order.

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

Responsibility. Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized City of Hallandale Beach order.

Representatives. All parties to the purchase order agree that the representatives named therein are, possess full and complete authority to bind said parties.

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Tax. The City is tax exempt from Federal and State taxes for tangible personal property. Vendor doing business with the City may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor be authorized to use the City's Tax Exemption Number in acquiring such materials.

Termination. City reserves the right to terminate the purchase order in whole or in part for default if Vendor fails to perform in accordance with any of the requirements of the purchase order or if Vendor becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Vendor under any State or Federal Law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to City except for completed items delivered and accepted by City. Vendor will be liable for excess cost of re-procurement.

The Purchase Order may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY. The Purchase Order may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

Terms. By accepting the purchase order, the Vendor agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with City's policies and procedures.

Unacceptable Terms. No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Vendor's agreement shall not include any provision requiring City of Hallandale Beach to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

Uniform Commercial Code. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the City and the Vendor for any terms and conditions not specifically stated in the purchase order.

### Vendor Performance

The City, in its absolute discretion, will consider a Vendor's prior performance on any City of Hallandale Beach contracted project to determine if the Vendor has completed prior contracted projects in a timely fashion and/or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner.

Warranty. Vendor acknowledges that the materials being ordered are for incorporation for a City project. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions, the terms of which are incorporated herein, whichever warranty provides the City with the greatest protection.

**END OF SECTION**