Florida Tax Exemption No.: 85-8012740082C-1

Federal ID No.: 59-6000263

Page:

PO No.:

Date:

CITY OF ALTAMONTE SPRINGS

225 NEWBURYPORT AVENUE
ATAMONTE SPRINGS, FLORIDA 32701-3697
Business Phone: 407/571-8078
Fax Phone: 407/571-8082

TO:

SHIP TO:

VENDOR NO.	VENDOR ORDER BUS PHONE	VENDOR ORDER FAX PHONE	VENDOR EMAIL ORDER ADDR

QUOTED BY (VENDOR)	CITY REQUESTING DEPT. CONTACT	CITY REQUISITIONED BY (Dept./Div.)

DELIVER BY	SHIP VIA	F.O.B.	TERMS

FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT NO.	REQ. NO.	REQ. DATE

LINE NO.	QUANTITY	UOM	ITEM DESCRIPTION	UNIT COST	EXTENDED COST

CONDITIONS – VENDORS SHOULD READ CAREFULLY

1. The right is reserved to cancel this order if not filled within the contract time, if specified.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions stated.
4. Invoices and packages must bear this order number.
5. The city assumes no responsibility for goods delivered without the authority of a properly executed purchase order.
6. Please forward all invoices to "City Requisitioned By Dept/Div" indicated above.
7. **See reverse for additional conditions**.

For City Use Only:

Close PO - Final Invoice Rec'd & Submitted to Acct'g:

If yes, check here ☐ and initial here _____

APPROVED:

Electronic Approval On File in City's Procurement Div.
AUTHORIZED SIGNATURE

White - Vendor Canary - Procurement Copy

SAMPLE

TERMS & CONDITIONS - READ CAREFULLY

1. See front side for additional conditions.
2. Payment terms are net 30 days, unless stated otherwise on the reverse page, upon delivery and acceptance.

CITY'S TERMS AND/OR CONDITIONS FOR PURCHASE OF GOODS/SERVICES FROM VENDORS

Important Read Carefully: Terms and conditions on City's solicitation documents, contracts, and/or purchase orders shall prevail and take precedence. Unless expressly accepted by the City, only terms and conditions contained in these documents shall apply. The City will not consider additional terms and conditions submitted by the vendor. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to the City's purchase of goods and services if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. Vendors shall agree that the general and/or any special conditions in the City documents are the only conditions applicable to purchases made by the City and that the City will not accept exceptions to our terms and conditions.

GENERAL CONDITIONS

The terms and conditions of this order **must not** be changed by Vendor. If order is not acceptable, return to the City's Procurement Division. Failure of a Vendor awarded a Purchase Order to deliver according to the Purchase Order or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All materials or services furnished on this order must be as specified and subject to City inspection within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Procurement Division Manager. Material rejected will be returned at the Vendor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Procurement Division Manager.

INDEMNITY

The Vendor hereby agrees to indemnify and save harmless the City, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of the Vendor its agents, servants, employees or others, or because of or due to the mere existence of this Agreement between the parties.

PATENT/COPYRIGHT HOLD HARMLESS

The Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. Vendor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Purchase Order, constitute an infringement of any patent or copyright of the United States. The Vendor shall pay all damages and costs awarded against the City.

PACKING

Packages must be plainly marked with shipper's name and Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F.O.B. Destination. The City will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be within the time stated on Purchase Order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on the Purchase Order. Deliveries shall be made between 7:30 a.m. and 4:30 p.m. Monday through Friday except holidays, unless otherwise stated. In case of default by the Vendor, the City may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any additional cost occasioned thereby.

MATERIAL SAFETY DATA SHEET

The Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to City of Altamonte Springs Risk Management Division, 225 Newburyport Avenue, Altamonte Springs, FL 32701.

OSHA REQUIREMENT

The Vendor hereby guarantees the City that all materials, supplies, and equipment as listed on the Purchase Order shall meet the requirements, specifications and standards as provided for under the U.S. Department of Labor Occupational Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.

Vendor must comply with all applicable state, federal, and local laws, guidelines, and regulations etc. This includes but is not necessarily limited to DOT, OSHA, EPA, and DEP.

NOTE: ANY AND ALL SPECIAL CONDITIONS REFERENCED OR ATTACHED WHICH VARY FROM THESE PO TERMS AND CONDITIONS SHALL HAVE PRECEDENCE.

Procurement Division Manager
City of Altamonte Springs

SAMPLE