



TERMS AND CONDITIONS APPLICABLE TO RESTRICTED (FIELD) PURCHASE ORDERS

In order to ensure that field purchases and resulting invoices document the minimum requirements for terms and conditions and "proper invoices" for payment, the following terms and conditions governing field or restricted purchases by the City of Sanford (City), are accessible to all concerned parties:

1. By accepting and/or using the number or documents applicable to the identified field/restricted Purchase Order (FPO), which, by definition, must be no greater than \$5,000.00, not including delivery or shipping when applicable, the Vendor accepts the agreed upon pricing and all of the Terms and Conditions included herein. It is noted that the field purchase order process shall not be used for services unless specific authorization is provided by the Purchasing Manager of the City of Sanford.
2. Cancellation rights reserved by the City: The City may cancel a FPO in whole or in part at any time 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.
3. Terms of shipping are F.O.B. to the City's delivery location unless otherwise noted within the terms of the FPO. Regardless of the indicated F.O.B. point, the City does not accept title until the delivery is acknowledged by an authorized City representative.
4. The Vendor warrants that any material or equipment supplied hereunder is new, unused condition and free from defects in title, workmanship, defects in design and in full compliance with the specifications defined by the City. The goods furnished under the FPO are covered by commercial warranties for such goods 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 manufacturer's warranties shall be furnished to the City.
5. The City reserves the right to conduct any inspection or investigation to verify compliance of the goods 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.
6. 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.
7. The Vendor shall not assign the FPO, any rights under the FPO 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.
8. The Vendor shall perform the obligations of the FPO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
9. The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures.



10. 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 P.O. Number; c) Date of invoice; d) Shipping date; e) Delivery date; f) Payment terms; g) Description of goods; h) quantity; i) Unit price; j) Extended price; k) and Total. The City has the right to reconcile invoice with the FPO and adjust payment accordingly to comply with the FPO. Payment will be made only to the Vendor identified on the FPO and for received and accepted goods. 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.
11. Payment of invoices will be in compliance with Chapter 218, Part VII of Florida Statutes, City Ordinance No. 3029, Purchasing Policy of the City and the stipulations, terms and conditions of the FPO. Any cash discount period will date from receipt of invoice, receipt of actual delivery or date of invoice, whichever is later.
12. The failure of the city to enforce any provision of this FPO, 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.
13. The Vendor shall notify the Purchasing Manager of any inherent hazard and applicable precautions, protective measures and provide any additional relevant information, including MSDS, related to the Material being purchased herein.
14. The FPO 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