



**CITY OF ALTAMONTE SPRINGS  
STANDARD PURCHASING TERMS & CONDITIONS  
READ CAREFULLY**

The following terms and conditions (T&C's) are applicable to this Purchase Order (PO) entered into by and between the City of Altamonte Springs, Florida ("City") and Vendor.

1. CITY TERMS AND/OR CONDITIONS (IMPORTANT) This Agreement constitutes the entire agreement between the City and Vendor. Unless the appropriate level of authority of the City has expressly accepted and agreed by written signature, any and all additional T&C's 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, website, price lists or warranties. In the event that this PO is a result of Vendors, response to a solicitation or a contract referenced on the face of the PO, the T&C's, specifications, and pricing of the referenced solicitation or contract shall take precedent.
2. GENERAL CONDITIONS
  - a) Vendor acceptance of the PO is acceptance of all T&C's herein. If this PO is not acceptable to the Vendor, return to the City's Procurement Division. Failure of a Vendor awarded a PO to deliver/perform according to the PO or to comply with any of the T&C's therein may disqualify him from receiving future POs.
  - b) No modifications of this PO shall be binding upon City unless approved in writing by City's authorized level of authority.
  - c) Any assignment of this PO, performance of work hereunder, in whole or in part, or monies due to become due hereunder, shall be void unless consented to by City in writing and City shall have no obligations to any assignee of Vendor under any assignment not consented to in writing by City.
  - d) The PO number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.
3. QUALITY/ QUANTITY/PRICE
  - a) All materials or services furnished on this PO must be as specified and subject to City inspection and acceptance within a reasonable time after delivery to or performed for the City. Variations or substitutions in materials or services from those specified in this PO must not be made without written authority from the Procurement Division Manager. Material rejected will be returned at the Vendor's risk and expense.
  - b) The quantity ordered and price stated on the PO must not be exceeded without written authority being first obtained from the City's Procurement Division through issuance of a PO Change Order. Commodities shipped in excess of quantity designated may be returned at Vendor's expense. If return authorizations are not received within thirty (30) calendar days, such commodities shall be considered as donations to the City.
4. 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.
5. 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 PO, constitute an infringement of any patent or copyright of the United States. The Vendor shall pay all damages and costs awarded against the City.
6. DELIVERY/PACKAGING
  - a) Prices and FOB terms are F.O.B. DESTINATION with transportation charges prepaid by Vendor unless alternate shipping terms as indicated on the face of this PO. The City will not pay 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/Performance must actually be within the time stated on PO.
  - b) The City reserves the right to cancel this PO and purchase elsewhere if the Vendor fails to meet the delivery date specified on the PO. In case of default by the Vendor, the City may procure the articles or services covered by this PO from other sources and hold the Vendor responsible for any additional cost occasioned thereby.
  - c) Deliveries shall be made between 7:30 a.m. and 3:00 p.m., Monday through Friday except holidays, unless otherwise stated on this PO.
  - d) Packages of items must be plainly marked with shipper's name and City's PO number; charges are not allowed for boxing or crating unless previously agreed upon in writing.
7. ACCEPTANCE
  - a) Commodities/Equipment: All commodities/equipment delivered on this PO are subject to inspection upon receipt by a representative of the City. City's signature for receipt of commodities/equipment does not constitute acceptance of same. If agreed upon T&C's and/or specifications are not met, the Vendor shall arrange for the return of commodities/equipment at their expense and risk within thirty (30) calendar days of notification by the City. All rejected commodities/equipment shall remain the property of the Vendor. After thirty (30) days, the commodities/equipment will be deemed a donation to the City.
  - b) Services: Each phase of the services rendered under this PO, including quality of work, is subject to the City's inspection during both the Vendor's operations and after completion of the tasks. When the Vendor is satisfied with the completion of the contracted work, and prior to acceptance of any phase of the work, Vendor shall submit a written request for an inspection to the City. After inspection, the City will issue a list of deficiencies, if any. Upon completion of the list and correction of deficiencies by the Vendor, the Vendor shall notify the City that the work has been completed satisfactorily. Final inspection shall be performed prior to the completion date of the PO or Agreement.
8. INVOICE AND PAYMENT Vendor must send/deliver invoice to the Finance/Accounting Division as stated on this PO. By accepting this PO, the Vendor agrees that payment terms shall be Net 30, upon delivery and acceptance unless otherwise stated. Payment will be made in accordance with City's policies and procedures.
9. FEDERAL AND STATE TAXES City is exempt from Federal and State taxes for tangible personal property. The vendor is not authorized to use the City's Tax Exemption number in acquiring such materials. Vendors can obtain the City's W9 form at W9. Vendors can obtain the City's Consumer Certificate of Exemption (State of Florida Form DR-15) by emailing [accountspayables@altamonte.org](mailto:accountspayables@altamonte.org).
10. COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.
  - a) By accepting this PO, Vendor understands and agrees that the commodities covered herein or the services to be rendered, shall be manufactures, sold, or performed in compliance with applicable Federal, State, County, and local laws, statutes, ordinances, rules, and regulations. This includes but is not necessarily limited to DOT, DOL, OSHA, EPA, and DEP. Lack of knowledge by the vendor shall in no way be a cause for relief from responsibility.
  - b) The Vendor hereby guarantees the City that all materials, supplies, and equipment as listed on the PO 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.
  - c) Vendor shall provide City access to pertinent records relative to this PO in accordance with FL Statute Chapter 119.
  - d) This PO and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.
  - e) The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Vendor and City for any T&C's not specifically stated in this PO. c) 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.
11. RIGHT TO CANCEL/TERMINATE
  - a) City may cancel this PO for City's convenience upon written notice to Vendor. City shall pay Vendor for all goods delivered/services performed until the date of PO cancellation by the City. Termination conditions in any solicitation or contract referenced on this PO supersedes the above.
  - b) City reserves the right to terminate this PO in whole or in part for default if Vendor fails to perform in accordance with any of the requirements of this PO or referenced solicitation or contract. Any such termination will be without liability to City except for completed items delivered or services performed and accepted by the City.