

PURCHASE ORDER TERMS & CONDITIONS

(For use where purchase is pursuant to a Vendor's quote and no bilateral contract is being executed.)

1. **Names/Terms Used:**
 - a. All references to the "City" mean The City of Daytona Beach, a Florida municipal corporation; for purposes herein, "City" includes the City's officers, employees, and agents.
 - b. All references to "Purchase Order" mean a City form purchase order.
 - c. All references to "Vendor" means the party who provided the Quotation to the City.
2. **Description of Goods.** Sale and Delivery. Vendor will sell, transfer, and deliver to the City the goods described on this Purchase Order.
3. **Delivery.** Terms of delivery are FOB destination to the location specified on the front of the Purchase Order. The City may unilaterally change, at no additional cost, the quantity and receiving point within the City for items not yet shipped.
4. **Packaging and Shipping.** All invoices, packing lists and packages must bear the name of the Vendor and the applicable Purchase Order number as printed on the face of the Purchase Order.
5. **Receipt and Inspection, and Acceptance of Goods.** Receipt and acceptance of goods will not be deemed to have been made until both City and Vendor have agreed that the goods in question are to be appropriate to the performance of this agreement. City will have the right to inspect the commodities at the time and place of delivery, and within 5 business days after delivery, City must give notice to the Vendor of any claim for damages on account of the condition, quality, or grade of the commodity.
6. **Procedure as to Rejected Commodities.** On receipt of notification of rejection, Vendor will immediately arrange to receive back the Commodities for shipment and return. However, within 5 days, Vendor must have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to the Vendor's storage facility. When such Commodities are confirmed or acquiesced in as nonconforming, Vendor will ship conforming Commodities within 30 days of the notice of rejection.
7. **Risk of Loss.** This risk of loss from any casualty to the commodity, regardless of the cause, will be on the Vendor up to the time of receipt of the goods by the City at the place of delivery, but only after any proper inspection has been completed without rejection of the commodity.
8. **Warranty.** Vendor warrants that the commodity is new, of good quality, and conform to any specifications and requirements of this Contract; is merchantable; and is fit for the ordinary purposes it is intended to serve.
9. **Indemnification.** For value received, the Vendor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from (i) all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor, or of Vendor's officers, employees, and agents, including subcontractors and other persons employed or utilized by the Vendor in the performance of the Contract; and (ii) all liabilities, damages, injuries, losses, claims, suits, actions, judgments, charges, expenses, or costs of any nature and kind, including attorneys' fees and court costs, arising from or relating to actual or alleged violation of or infringement of any patent, trademark, copyright, service mark, trade secret or intellectual property right for or on account of the use of any product or services sold to the City or used in performance of the work.
10. **MSDS.** Vendor will supply a Material Safety Data Sheet (MSDS) with each initial delivery of any materials defined by the State of Florida of the Federal Government as being toxic or harmful.
11. **Discontinued.** Vendor will provide the City 30 days' advance written notice of a discontinued item, to allow the City to purchase additional quantities of such items.
12. **Payment Terms.** No payment will be due until Vendor has provided the City an accurate invoice which includes a unique invoice number, date, and pricing by line item/unit price consistent with the Contract; terms and conditions relating to invoicing and payment, including payment deadlines, will be as set forth in the Local Government Prompt Payment Act, Florida Statutes Section 218.70.
13. **Litigation/Venue.** In case of litigation, the laws of the State of Florida will govern Florida; the exclusive venue will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court; and each party will bear all of its litigation costs, including attorney's fees.
14. **Conflicts.** In case of conflicts between the Quotation, Vendor's Terms and Conditions and this Purchase Order, this Purchase Order will govern.
15. **Bid Documents.** If this Purchase Order is the result of a solicitation the terms and conditions of the solicitation will apply.
16. **E-Verify.** The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically subparagraph (2)(c)1, and the City's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The City reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the City develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.