

PURCHASE ORDER TERMS AND CONDITIONS

Vendors providing goods or services to the City of Clermont acknowledge that by delivering such goods or services agree to the following terms and conditions. Should a formal contract be executed between the City of Clermont and the vendor (whether as a result of a formal bid or not), the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

1. Acceptance of this Purchase Order, including the terms and conditions set forth herein, shall constitute the formation of a binding and enforceable contract between City and vendor. Buyer hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by the City. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.
2. All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.
3. Upon delivery of goods and/or services as described on the purchase order the vendor shall submit a "proper invoice" to the Department stated on the front of the purchase order. Each invoice shall contain the following minimum information to be processed for payment:
 - a) Name of vendor and remittance address of vendor;
 - b) Date of invoice;
 - c) Purchase Order number;
 - d) Quantity of items delivered, item description, unit price, extended price for each item;
 - e) Total amount of invoice.
4. 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 writing approval by the City which will be provided through a new modified/revised purchase order.
5. City is tax exempt from Federal and State taxes for tangible personal property. Invoices shall not include sales tax.
6. Vendor warrants that all goods or services supplied hereunder shall conform to the proposed specifications and be free from all defects in material, workmanship and title.
7. All prices must be F.O.B. destination. No boxing or packing charges will be allowed by City unless specifically authorized on the face of this order. Delivery shall not be made to any place other than the destination indicated on the Purchase Order.
8. The vendor agrees to indemnify, defend and hold harmless the City of Clermont, including, but not limited to its public officials, City employees, and City Departments, against all damages, claims, liabilities and expenses of any nature whatsoever, including, but not limited to personal injury, death and property damage, arising out of or in connection with any actions by the vendor including, but not limited to its owners, officers, employees, subcontractor and agents during the performance of this order. Additionally, the vendor will indemnify the City, including, but not limited to its public officials, City employees, and City departments, based on a claim that the supplies or services furnished infringes a United States Patent or Copyright or constitutes misuse or misappropriation of a trade secret.

9. Public Records: CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, Contractor shall contact the City's custodian of public records at City Clerk's Office, (352) 241-7331.