

Alachua County Board of County Commissioners Purchase/Blanket Order Standard Terms and Conditions

The following Terms and Conditions are applicable and are incorporated to, a Purchase Orders (“PO” or “Orders”) issued or entered into by Alachua County, a charter county and political subdivision of the State of Florida (“County” or “Buyer”) and the Vendor (or “Seller”). By accepting a PO, the County and Vendor agree to the following Terms and Conditions:

1. **PURCHASE ORDER:** The Alachua County Code defines a purchase order as that document to a vendor formalizing all of the terms and conditions for a specified need, and may include, but not be limited to, the technical description of the requested item, scope, price, delivery schedule, transportation, criteria for evaluation, suggested sources of supply, and other information supplied. A PO number will be assigned by the County and the PO number must appear on packages, invoices and correspondence related to the Order.
2. **INSPECTION:** County and its employees shall have the right to inspect all goods delivered from and services provided by Vendor under the PO upon receipt or completion. County shall have the right to reject non-conforming goods/services and may require the Vendor to correct any deficiency or error. At County’s option, and at Vendor’s risk and expense, County may return goods/services to Vendor that are rejected or that require correction, or County may hold, at Vendor’s expense, such goods to wait for Vendor’s instruction. Vendor assumes all risk of loss of or damage relating to any goods or work rejected by County until the same are received by Vendor or accepted by County. County’s payment to Vendor for any goods/services prior to inspection shall not constitute County’s acceptance.
3. **ACCEPTANCE:** County and Vendor agree that by Vendor submitting an offer which is accepted by County (i.e. PO) a binding contract is formed in accordance with the PO, the Offer, these Terms and Conditions, and the specifications set forth in any applicable solicitation by the County or its agent for the goods/services. Vendor certifies that the offer was made the Vendor’s officer, employee or agent having authority to bind the Vendor Vendor’s delivery of goods/services or Vendor’s commencement of performance constitutes Vendor’s acceptance of this Order and all the terms and conditions contained herein. Vendor’s delivery of goods constitutes a waiver of any communication made by Vendor that conflicts with these Terms and Conditions. County’s silence or acceptance of any goods/services delivered shall not constitute County’s acceptance of any communication made by Vendor which is different or conflicts with the Order, including these Terms and Conditions. Vendor’s electronic acceptance of the Order shall have the same legal effect and enforceability as a paper version.
4. **DELIVERY:** Vendor shall plainly mark delivered materials or services with County’s name and address, and PO number, which should be on the front of the Order. The vendor shall deliver goods F.O.B. to the "Ship To" address on the PO, unless County states otherwise. Vendor will notify County of any anticipated delay in delivery. An anticipated delay is delivery that extends beyond an ‘agreed to’ delivery date between the County and Vendor or one that is beyond the usual timing of delivery which Vendor has performed in the past and which County has traditionally accepted as sufficient timing of delivery from Vendor. Upon notification of anticipated delay in delivery by Vendor, County may change extension in delivery or may terminate the Order in accordance with paragraph 5 below.
5. **SUBSTITUTIONS & CHANGES:** No substitutions, changes, or price increases related to or for this Order, including to these Terms and Conditions, shall all be binding on the unless approved in writing by the County Manager or the Alachua County Procurement Manager. These Terms and Conditions and the provisions of the PO supersede all prior written or oral agreements, understandings, or representations between the Vendor and County for the goods or services listed in the Order. Purchase orders may be amended by change orders.
6. **COMPLIANCE WITH LAWS AND REGULATIONS:** Vendor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the production, sale and delivery of the

goods/services to County. Any provisions required by federal, state, or local law, regulation or ordinance shall be incorporated herein by reference. Vendor acknowledges and agrees that Vendor has and will maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations for the Order. In accordance with Chapter 442, Florida Statutes, Vendor shall furnish County with a current material safety data sheet (MSDS) on or before delivery of each and every toxic substance. The county is tax-exempt and therefore is not obligated to pay sales, use, and excise taxes. A copy of the County's certification of exemption can be made available, upon request.

7. **E-VERIFY:** The Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of this PO. Vendor shall expressly require any subcontractors performing work/services under this PO to utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor. The E-Verify system is located at <https://www.e-verify.gov/>. Vendor affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat.
8. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six months from the date of being placed on the convicted vendor list.
9. **INSURANCE:** Vendor shall maintain insurance acceptable to the County in full force and in effect throughout the term of this Order. County reserves the right to terminate the Order if Vendor fails to supply and/or maintain the required coverage.
10. **COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES:**
 - a. The Alachua County Board of County Commissioners, its officials, employees, and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired, or borrowed by the Contractor.
 - b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

All Coverages:
The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

Subcontractors:
The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.
11. **WARRANTY:** In addition to any warranty implied by law or fact, and any other express warranties, Vendor expressly warrants all goods are as described in the PO and are free from defects in design function, and workmanship. Vendor expressly warrants to conform strictly to the specifications, drawings, and approved samples, if any; and that the goods provided are fit and sufficient for the purpose intended and are merchandisable. Such warranties, together with all other service warranties of Vendor, shall run to County. All warranties shall survive inspection and payment by County.
12. **WARRANTY - PRICE:** Vendor warrants that County shall not be billed at prices higher than stated on this Order, unless agreed to by an authorized representative of the County in writing. Vendor shall apply to this

Order any price reduction applicable to goods/services ordered subsequent to the placement of this Order.

13. **FORCE MAJEURE:** Vendor hereby agrees to on-time delivery based upon the timeline set forth in the Order. If the PO does not specify a delivery date or timeline, Vendor shall provide the good/service as if time is of the essence. The County and Vendor will exercise every reasonable effort to meet their respective duties for this Order, but neither will be liable for delays resulting from causes beyond their control, such as hurricane, flood, fires, strikes, national disasters, wars, riots, or acts of God. If Vendor anticipates a delay in the delivery of goods, Vendor shall immediately notify the County. Changes or delays due to the acts of the County that prevent Vendor from achieving the delivery date or timeline do not constitute a breach by the Vendor. Any such cause will reasonably extend the performance of the delayed duty as agreed by the parties.
14. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless Alachua County, its officers, commissioners, employees, attorneys and volunteers (“County”) against all claims, damages, demands, fees, expenses, penalties, suits, proceedings, causes of action and costs, including attorney’s fees, of any kind and nature brought against the County arising out of or in any way connected with this Order or the PO, whether by act or omission of the Vendor, its officers, agents, employees or subcontractors. Vendor shall pay all royalties and assume all costs arising from the use of any invention design, process, materials or services, equipment, product, or other device which is the subject of patent rights or copyrights. Vendor shall, at its own expense, hold harmless and defend County against any claim, suit, or proceeding brought against County, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Order, constitute an infringement of any patent or copyright of the United States. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.
15. **COPYRIGHTS:** Vendor retains all rights, including copyright and trademark rights, for any custom art, writing or design produced under the PO. Any deliverables created by Vendor or conveyed to County as a direct result of this Order will, upon completion, unless specifically agreed to prior to acceptance including, but not limited to, any custom art, design, or writing produced, or any custom die, mold, photomechanical or digital masters or other such item used in the performance of this Order.
16. **TERMINATION:** The County may terminate this Order, in whole or in part, for convenience at any time and for any reason with no further obligation on the County except to pay to Vendor an amount sufficient to pay for goods/services from this Order received by County after the Order was issued until on or before the date of termination of the Order by County. County may terminate this Order at any time if Vendor fails to provide the goods, or perform any of the provisions of the Order, or otherwise breaches these Terms and Conditions, and in such event the Vendor shall be liable for damages to the County and any costs for reproducing or purchasing similar goods or services. Alachua County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. The effective date of termination of an Order will be the date specified in the notice of termination or, if no date is specified, then the effective date of termination will be the date that the notice of termination is received by the Vendor.
17. **GOVERNING LAW:** The Order is governed by the laws of the State of Florida and venue for any actions or proceedings arising in connection with the Order shall be in a court of competent jurisdiction in and for Alachua County, Florida.
18. **ASSIGNMENT:** Assignments are prohibited unless written consent is given by the County and the Vendor.
19. **INDEPENDENT CONTRACTOR:** Vendor is acting in the capacity of an independent contractor and Vendor, nor its employees or agents, shall be considered as an agent, employee, partner, or associate of the County.
20. **INFORMATION SECURITY:** To the extent applicable to Vendor’s performance for this Order, Vendor shall maintain network security and will take reasonable measures to protect, secure and maintain the

security of any County data held by the Vendor, in any form, and that any transmission or exchange of system application data with the County, shall take place via secure means. If Vendor suspects or becomes aware of security breach or unauthorized access to County's exempt, confidential, personal information, or protected information, as defined by Florida or federal law, Vendor shall notify the County immediately and will work at Vendor's expense, to prevent or stop the breach.

21. **PAYMENT:** A copy of Alachua County's Prompt Payment Procedures can be obtained by calling Alachua County Procurement Department at (352) 374-5202 or visiting <https://www.alachuacounty.us/Depts/Procurement/PurchasingDocs/promptpayment.pdf>. If County has reasonable cause to suspect that any representations of Vendor relating to payment are inaccurate, County may withhold payment of sums then or in the future otherwise due to Vendor until the inaccuracy, and the cause thereof, is corrected to the Alachua County Manager's or his/her designee's satisfaction. The County's performance and obligation to pay under this Order is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners. This Order is not a commitment of future appropriations.
22. **PAYMENT – AUDIT:** County is entitled to audit the books and records of Vendor, other than a firm fixed-price contract, to the extent that such books and records relate to the performance of this Order. Such books and records shall be maintained by the Vendor for a period of three years from the date of final payment and by the subcontractor for a period of three years from the date of final payment under a subcontract, unless a shorter period is otherwise authorized in writing by the County.
23. **PUBLIC RECORDS:** In accordance with §119.0701, Florida Statutes, Vendor, when acting on behalf of the County, shall, as required by Florida law:
 - 1) Keep and maintain public records required by the County to perform the services.
 - 2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and following completion of the scope or purpose of the Order if Vendor does not transfer the records to the County.
 - 4) Upon completion of scope or purpose of the Order, transfer, at no cost, to the County all public records in possession of Vendor or keep and maintain public records required by the County to perform the services. If Vendor transfers all public records to the County upon completion of the goods/services, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the goods/services, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ORDER, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.
24. **OTHER ORDERS:** County and Vendor acknowledge that there is nothing between them or agreed to that precludes County from retaining same or similar goods or services listed in the Order from other vendors, contractors, professionals, and consultants or from independently supplying the goods or performing the services on its own.
25. **CONFLICTS:** In the event of conflict between the quote, the Vendor's offer, the Vendor's Terms and Conditions, these Alachua County Terms and Conditions, the Order, and the B.O., these Alachua County Terms and Conditions prevail over all other documents, terms, and specifications.

26. **NOTICE:** Any notice to either the Vendor or the County must be in writing and signed by the party giving it and served to the other party: 1) by hand; 2) through the United States Mail, postage prepaid, registered, or certified, return receipt requested; or 3) through package delivery service.
27. **ASSIGNMENT OF INTEREST:** The vendor and county recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor hereby assigns to the county any and all claims for such overcharges as to goods, materials or services purchased in connection with the agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this agreement and shall not transfer any interest in same without prior written consent of the other party.

The following are applicable to Blanket Purchase Orders:

28. **BLANKET AUTHORIZATION:** Blanket authorization is hereby granted to the said department for the purchase of said items and/or services during the period of October 1st or from this date issued, whichever is latest, through the expiration date on the Blanket PO or end of the current Fiscal Year whichever occurs first.
29. **DOLLAR THRESHOLDS:** The board would like to impress upon you the importance of strictly adhering to the dollar amounts on your blanket purchase order. The board will not be responsible for purchases in excess of that amount.
30. **FISCAL NON-FUNDING:** Effective only to the extent of appropriations, this blanket purchase order shall be deemed available to Alachua County at any time during the period indicated on the blanket purchase order.