

Purchase Order Standard Terms and Conditions

The following Terms and Conditions are applicable to this purchase order entered into between the Flagler County Sheriff's Office (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS: No modifications of this purchase order, including but not limited to these terms and conditions, shall be binding upon Buyer unless approved in writing by an authorized representative of the Buyer's Procurement Office.

ASSIGNMENTS: Assignments of any obligation by the Seller are prohibited unless prior written consent is given by the Buyer.

EXCUSABLE DELAYS: The Buyer may grant additional time for any delay if the delay will not adversely impact the best interest of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the purchase order.

DEFAULT: In the event of default by the Seller, Buyer may procure the goods and/or services covered by this purchase order from other sources and the Seller shall be liable for any excess costs incurred due to this action.

TERMINATION: The Buyer may, in its sole discretion and whenever the interests of the Sheriff's Office so require, terminate this purchase order, in whole or in part. Unless directed differently in the notice of termination, the Seller shall thereafter incur no further obligations in connection with this purchase order.

FOB: The F.O.B. Point shall be destination unless otherwise noted on the purchase order. If Buyer agrees, freight charges may be prepaid by the Seller and listed in the invoice; however, Seller retains title and assumes all responsibility, liability and risk in transit, and shall be responsible for filing of claims for loss or damages.

PAYMENT TERMS: The Seller agrees that payment terms shall be Net 30. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70-218.76.

INVOICING: Seller must render original invoice to the Flagler County Sheriff's Office. A copy to accounts payable@flaglersheriff.com is acceptable in lieu of an original invoice.

TAXES: The Buyer is exempt from Federal and State taxes.

PURCHASE ORDER: The Buyer will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

CONTRACT: Seller agrees that by submitting an offer (i.e. Request for Quotation) which is accepted by the Buyer (i.e. Purchase Order) a binding contract is formed in accordance with the Buyer's terms, conditions and specifications as set forth in the solicitation and this purchase order. Seller certifies that the offer has been made by an officer or employee having the authority to bind the Seller. Accordingly, payment will only be made to the company and the address as provided in the Seller's offer unless prior written authorization is received from the Buyer.

DELIVERIES: Deliveries are to be made Monday through Friday, excluding holidays, unless otherwise stipulated.

INSPECTION/ACCEPTANCE: All goods and/or services provided on this Purchase Order are subject to inspection and acceptance upon receipt or completion by an authorized representative of the Buyer. Payment shall not be authorized until the goods and/or services have been received, accepted and properly invoiced.

QUANTITIES: Quantities specified in the Purchase Order cannot be changed without the Buyer's approval. Goods shipped or services performed in excess of or in addition to the quantity designated may be returned at Seller's expense.

ANTI-DISCRIMINATION: Sellers doing business with the Buyer are prohibited from discriminating against any employee or client because of race, color, religion, sex, pregnancy, national origin, age, sexual orientation, handicap, gender identity, veteran status, or any other non-merit factor.

LEGAL REQUIREMENTS: The Seller must strictly comply with all Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the goods and/or services provided herein. The Buyer shall not be liable to the Seller for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this purchase order, including these Terms and Conditions, or from any other matter generated by or relating to this purchase order.

INDEMNIFICATION: To the extent authorized by law, Seller shall indemnify, save and hold harmless the Buyer, its officers, employees and agents, against any and all claims, suits, judgments, or damages, including court costs, expenses and attorney fees, arising out of any act or omission by the Seller, or its employees, agents, subcontractors or assignees, in the course of fulfilling any obligation under this purchase order.

MATERIAL SAFETY DATA SHEETS (MSDS): Chapter 442, Florida Statutes, requires that a material safety data sheet accompanies each container of toxic material. Delivery will not be accepted without the required MSDS.

ENDORSEMENTS: No endorsements by the Buyer of the goods and/or services will be used by the Seller in any way, manner or form.

GOVERNING LAW/VENUE: All purchase order agreements shall be governed by and construed under the Laws of the State of Florida. Any and all legal actions arising from or necessary to enforce the purchase order will be in Flagler County, FL.

PUBLIC RECORDS: All information submitted by Seller relating to the purchase order will become a public record pursuant to Chapter 119, Florida Statutes.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at:

Flagler County Sheriff's Office - Attn: Central Records
1769 East Moody Boulevard, Bunnell, FL 32110
Email: mailto:records@flaglersheriff.com - Telephone: 386-437-4116

The Contractor shall further comply with the following provisions:

- Keep and maintain public records required by the SHERIFF to perform the service.
- Upon request from the SHERIFF's custodian of public records, provide the SHERIFF 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 for in Chapter 119, Florida Statutes or as otherwise provided by law. A failure to provide public records to the SHERIFF within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the SHERIFF.
- Upon completion of the contract, transfer, at no cost, to the SHERIFF all public records in possession of the contractor or keep and maintain public records required by the SHERIFF to perform the service. If the contractor transfers all public records to the SHERIFF upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the SHERIFF, upon request from the SHERIFF's custodian of public records, in a format that is compatible with the information technology systems of the SHERIFF.