

Terms and Conditions of Purchase

The following conditions of purchase shall apply to any purchase order from Seacoast Utility Authority, its divisions and subsidiaries, hereinafter called SUA.

1. **TERMS:** These terms and conditions shall govern all contracts by which Seacoast will purchase the materials, articles and/or services described on the face of this Order. The contract will also be deemed to contain any special provisions attached hereto, and any provisions incorporated herein by reference.
2. **ACCEPTANCE:** Acceptance by Vendor of SUA order under the terms and conditions stated herein shall be indicated by either written acceptance or commencement of performance pursuant to this order.
3. **VENDOR CONDITIONS NULL AND VOID:** No additional terms and conditions provided by Vendor shall become a part of the resulting contract other than those dealing solely with price and scope of work.
 - a. **Any questions or information relative to the requirements of this order are to be referred to the Purchasing Agent, 4200 Hood Road, Palm Beach Gardens, FL 33410, telephone (561)656-2226.**
4. **INVOICES AND SHIPPING INSTRUCTIONS:** Delivery shall be made to those points designated in the purchase order. After shipment, Vendor shall mail an original invoice to SUA at the address indicated in the masthead, together with copies of the packing list for each shipment showing point of delivery. Each parcel and accompanying packing list indicating contents must show SUA's Purchase Order Number. No COD shipments will be accepted.
 - a. **Invoice (s) for the materials or services ordered hereunder shall refer to this Purchase Order number and the appropriate item number. Invoices must be submitted to Accounts Payable not to 'ship to' address.**
5. **DELIVERIES:** Deliveries are to be made during the hours of 8:00 A.M. to 4:30 P.M., Monday through Friday excluding holidays, unless otherwise stipulated. Failure to notify SUA concerning the type of delivery will result in the billing to Vendor of any add-on re-delivery, storage or handling charges.
6. **PAYMENT TERMS:** SUA will pay the Vendor no later than 30 days after delivery and acceptance of the goods or satisfactory completion of the services or receipt of a correctly rendered invoice whichever is the later. An invoice is correctly rendered if it is addressed in accordance with the order; identifies the Order and the Order Number; and is, where explanation is necessary, accompanied by documentation substantiating the amount claimed.
7. **INSURANCE:** The Vendor shall maintain insurance acceptable to SUA, in full force and effect throughout the term of this purchase order. Unless waived in writing by SUA, the Vendor must provide a Certificate of Insurance with endorsement, naming SUA as an Additional Insured, in accordance with SUA's insurance requirements, evidencing such coverage prior to the commencement of work under this agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), when applicable. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage. Vendor's insurance shall be primary and non-contributory coverage for Vendor's negligence. The stipulated limits of coverage provided by SUA, if any, shall not be construed as a limitation of any potential liability to the Vendor, and failure by SUA to request evidence of this insurance shall not be construed as a waiver of Vendor's obligations to provide the insurance coverage specified. Noncompliance with this Paragraph shall place the Vendor in default and subject this Purchase Order to immediate cancellation.
8. **SUA is a public entity and as such does not indemnify any private contractors, including Vendor.**
9. **CONFIDENTIALITY:** Any information, data or materials provided by SUA to Vendor and designated as proprietary, confidential or trade secrets shall be treated as a trade secret and as confidential disclosure to the Vendor and shall not be communicated or revealed to third parties without SUA's prior written consent.
10. **CASH DISCOUNT:** The cash discount period shall commence as of the date of receipt of goods and invoice.
11. **PRICES:** Vendor's prices for the goods or services ordered shall not be higher than those stated herein. In the event that this order does not state price, SUA will not be bound to any price to which it has not expressly agreed in writing.
12. **TITLE TO GOODS:** Title of all goods purchased herein shall pass directly to SUA from the Vendor at the point of delivery specified herein.
13. **WARRANTY:** Unless otherwise expressly agreed to in writing, Vendor warrants the goods to be free from defects in material and workmanship, under normal use and service to conform to the specifications, drawings or samples specified or furnished by SUA, and, to be fit for the purposes intended. **Commencement of warranty begins at the completion of project and not upon delivery.**
14. **ASSIGNMENTS AND SUBCONTRACTS:** Vendor shall not, without the written approval of SUA which may be withheld in SUA's discretion, make any contract with any other party for furnishing any of the completed or substantially completed articles, or services ordered hereunder.
15. **CODE OF ETHICS:** Florida Statutes §112.313 provides ethical standards for SUA personnel; and unethical conduct by others including bidders and vendors is grounds for debarment. SUA employees may neither solicit, accept, nor agree to accept any gratuity for themselves, their families or others that results in their personal gain which may affect their impartiality in making decisions on the job. Furthermore, SUA Procurement staff are also held accountable to the National Institute of Government Procurement (NIGP) Code of Ethics.
16. **TAX EXEMPTION:** SUA's Florida State Sales Tax Exemption Number is 85-8012708729C-7 and Federal Tax ID Number is 65-0087759.
17. **GOVERNING LAW:** The rights and obligations of the parties hereunder shall be governed by the law of the State of Florida. Vendor agrees that it will comply with all public record laws, including but not limited, Florida Statute Section 119.0701, as amended from time to time. Specifically, and without limitation, Vendor hereby agrees to:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform that service.
 - b. Provide the public with access to public records on the same terms and conditions that SUA would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, as amended from time to time, 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 authority all public records in possession of the Vendor 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 public agency in a format that is compatible with the information technology systems of the public agency.
18. **SCRUTINIZED COMPANIES:** This [contract/purchase order] is subject to the provisions of Florida Statutes §287.135 governing certain scrutinized companies.
19. **VENUE:** Any dispute between the parties shall be resolved exclusively by litigation in the Circuit or County Courts, in and for Palm Beach County, Florida, to which Vendor exclusively submits to jurisdiction.