

Purchasing Guidelines

**City of Lakeland
Purchasing Division
Terms of Agreement**

1. No Deviations from the terms or provisions of this order may be made without written authority from purchaser. This order is not assignable without purchaser's consent.

2. All items are subject to purchaser's inspection and approval within a reasonable time after receipt at destination. Seller hereby warrants all items delivered hereunder to be in accordance with the specifications herein set forth, samples submitted and drawings attached or referred to, and to be free from all defects in materials and workmanship and agrees that this warranty shall survive acceptance.

3. Seller hereby warrants that the articles hereby ordered or any part and/or combination thereof do not infringe any existing patents and seller agrees to defend Purchaser against any suit for actual or alleged infringement of any such patents.

4. Seller agrees to indemnify and hold Purchaser harmless against all laborer's materialman's, and or mechanic's liens arising from Seller's work and shall keep the premises of Purchaser free from all such claims, liens and encumbrances.

5. Seller warrants that all materials and equipment purchased hereunder will conform will all applicable city, state and federal laws, ordinances and regulations. Further, Seller will defend and save Purchaser harmless from loss, cost or damage by reason of any actual or alleged violation thereof.

6. Unless otherwise specified or agreed by Purchaser, any transportation charges assessed against Purchaser must be at the lowest common carrier rate for the quantity ordered and invoice charges must be supported by a paid freight bill or equivalent.

7. Purchaser shall have the right to make changes in this order by issuance of a written Change Order, but no additional charge will be allowed unless authorized in writing by Purchaser. If such changes affect delivery or the amount to be paid by the Purchaser, Seller shall notify Purchaser promptly and negotiate an adjustment in writing.

8. Purchaser shall have the right to cancel this order without obligation to Seller if delivery is not made within the time specified herein, or, if no time is specified, within a reasonable time.

9. If Seller ceases to conduct its operation in the normal course of business including inability to meet its obligation as they mature or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Seller, or a receiver for the Seller is appointed or applied for, or assignment for the benefit of creditors is made by the Seller, Purchaser may terminate the order without liability except for deliveries previously made or for goods covered by the order then completed and subsequently delivered in accordance with the terms of the order.

10. Governing Law and Assignment: The laws of the State of Florida shall govern the validity, interpretation and enforcement of this contract with the respective venue being in Polk County, Florida.

11. In keeping with Florida Statute 218.74, "Prompt Payment Act", the City of Lakeland, "Purchaser" shall have 45 days from invoice date in which to render payment.

12. Bidder's submittal information shall be subject to Chapter 119, Florida Statutes, generally known as the "Florida Public Records Law." This statute provides that all documents, papers, records and

similar material produced or received by an agency or political subdivision of the State are subject to public inspection and review under reasonable conditions and at reasonable times. Accordingly, unless specifically exempted by law, all bids and materials received with bids, marketing information, quotations, proposals, specifications, correspondence, forms, contracts, bonds, financial statements, prospectus, corporate resumes, product summaries, lab reports, inspection and test reports and any other such material will be considered a matter of public record. The City and its staff cannot regard any document, information or data as proprietary or confidential unless so advised by the City Attorney.

Additionally, should a Contractor enter into an Agreement with the City, the Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement. In accordance with Florida Statute § 119.0701, Contractor shall be required to provide public access to such records at a cost that does not exceed the statutory requirements or as otherwise provided by law. In the event any such records are exempt or confidential from public records disclosure Contractor shall ensure that those records are not disclosed except as authorized by law. Contractor shall meet all requirements for retaining public records and shall transfer at no cost to the City, all public records in possession of the Contractor upon termination of the Agreement and destroy 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 system of the City.