

CITY OF EDGEWATER

PURCHASING GENERAL TERMS AND CONDITIONS

THE CITY OBJECTS IN ADVANCE TO THE INCLUSION OF ANY ADDITIONAL TERMS AND CONDITIONS PROPOSED BY THE VENDOR IN ITS ACCEPTANCE OR ACKNOWLEDGEMENT OF ANY ORDER. THE INCLUSION OF TERMS AND CONDITIONS, OR REFERENCE THERETO, BY THE VENDOR SHALL BE OF NO SIGNIFICANCE, SHALL NOT BE BINDING ON THE CITY, AND THE CITY'S ACCEPTANCE OF THE VENDOR'S GOODS OR SERVICES SHALL NOT BE DEEMED AS ACCEPTANCE OF SUCH TERMS AND CONDITIONS. THE TERMS AND CONDITIONS CONTAINED IN A SUPPLEMENTAL DOCUMENT, AS DEFINED HEREINAFTER, TO THE PURCHASE ORDER SHALL ONLY CONTROL IF AND WHEN A SUPPLEMENTAL DOCUMENT TO THE PURCHASE ORDER IS SIGNED BY THE CITY MANAGER OR MAYOR. THE TERMS AND CONDITIONS CONTAINED IN A SUPPLEMENTAL DOCUMENT FULLY EXECUTED BY THE CITY MANAGER OR MAYOR ARE INCORPORATED HEREIN BY THIS REFERENCE. **IN THE EVENT THAT A VENDOR CONTRACTS WITH THE CITY VIA A SUPPLEMENTAL DOCUMENT AND THERE IS A CONFLICT BETWEEN THE GENERAL TERMS AND CONDITIONS SET FORTH HEREIN AND THE SUPPLEMENTAL DOCUMENT, THE TERMS AND CONDITIONS OF THE SUPPLEMENTAL DOCUMENT SHALL CONTROL. SUPPLEMENTAL DOCUMENT SHALL BE DEFINED AS TO INCLUDE INVITATION TO BID, PROPOSAL, QUOTE, AND CONTRACT.** UNLESS OTHERWISE STATED ON THE FACE OF A PURCHASE ORDER, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:

1. **PURCHASE ORDER NUMBER.** THE PURCHASE ORDER NUMBER AND THE SELLERS NAME MUST BE CLEARLY SHOWN ON ALL INVOICES, PACKING SLIPS, DELIVERY RECEIPTS AND CORRESPONDENCE. FAILURE TO CLEARLY INDICATE THE PURCHASE ORDER NUMBER MAY RESULT IN THE RETURN OF THE INVOICES.
2. **ACCEPTANCE.** THE PURCHASE ORDER ("PO") ISSUED BY THE CITY OF EDGEWATER ("THE CITY") AND MADE APART HEREOF BY REFERENCE, BECOMES A BINDING CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, UPON CONFIRMATION OF THE PO BY THE VENDOR; OR BY THE COMMENCEMENT OF THE WORK SET FORTH IN THE PO; OR BY ACCEPTANCE OF PAYMENT FOR THE WORK SET FORTH IN THE PO. ANY CHANGE, ADDITION OR MODIFICATION TO THE TERMS SET FORTH ON THE FACE OF THE PO MUST BE AGREED TO IN WRITING BY THE CITY.
3. **ASSIGNMENT.** NEITHER THE PO NOR ANY INTEREST UNDER SUCH PO MAY BE ASSIGNED BY VENDOR WITHOUT THE PRIOR WRITTEN CONSENT OF CITY.
4. **CHANGES.** CITY SHALL HAVE THE RIGHT AT ANY TIME TO MAKE CHANGES IN DRAWINGS, DESIGNS, SPECIFICATIONS, MATERIALS, PACKAGING, TIME AND PLACE OF DELIVERY AND METHOD OF TRANSPORTATION. IF ANY SUCH CHANGES CAUSE AN INCREASE OR DECREASE IN THE COSTS OR THE TIME REQUIRED FOR VENDOR'S REQUIRED PERFORMANCE, AN EQUITABLE ADJUSTMENT WILL BE MADE AND THE PO WILL BE MODIFIED, IN WRITING, ACCORDINGLY.
5. **COMPLIANCE WITH LAWS.** VENDOR WARRANTS THAT ALL GOODS AND SERVICES APPLICABLE UNDER THE PO WILL HAVE BEEN PRODUCED, SOLD, DELIVERED AND FURNISHED IN STRICT COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. VENDOR SHALL EXECUTE AND DELIVER SUCH DOCUMENTS AS MAY BE REQUIRED TO EFFECT OR TO EVIDENCE COMPLIANCE. ALL LAWS AND REGULATIONS REQUIRED IN AGREEMENTS OF THIS CHARACTER ARE INCORPORATED BY THIS REFERENCE.
6. **DELIVERY, TITLE & RISK OF LOSS/FREIGHT:** TITLE SHALL PASS TO THE CITY OF EDGEWATER ON DELIVERY OF THE CONFORMING GOODS TO THE DESIGNATED LOCATION. NOTWITHSTANDING ANY AGREEMENT TO PAY FREIGHT, EXPRESS OR OTHER TRANSPORTATION CHARGES, THE RISK OF LOSS OR DAMAGE IN TRANSIT SHALL BE UPON THE VENDOR/SELLER. DELIVERY SHALL NOT BE COMPLETE UNTIL THE GOODS AND OR SERVICES HAVE BEEN RECEIVED, INSPECTED, AND ACCEPTED BY THE CITY OF EDGEWATER.

COLLECT SHIPMENTS WILL NOT BE ACCEPTED IN THE EVENT THAT THE CITY AGREES TO PAY THE FRIEGHT; ALL FREIGHT CHARGES SHALL BE FULLY PREPAID AND INCLUDED ON THE INVOICE. THE ORIGINAL BILL MUST BE INCLUDED WITH THE INVOICE.

VENDOR SHALL ENSURE THAT SHIPPER COMPLIES WITH THE SHIPPING TERMS AND INSTRUCTIONS STATED ON THE FACE OF THE PO. FAILURE TO ACCURATELY FOLLOW THE SHIPPING TERMS AND INSTRUCTIONS AS STATED MAY RESULT IN ONE OF THE FOLLOWING: (I) A CHARGEBACK FOR ANY FREIGHT COST INCREASE; OR (II) A CHARGEBACK FOR THE FULL COST OF THE FREIGHT.

7. **REMEDIES:** REGARDLESS OF WHETHER GOODS ARE BEING SOLD, LICENSED OR LEASED OR WHETHER SERVICES ARE BEING PERFORMED, THE VENDOR/SELLER AND THE CITY OF EDGEWATER AGREE THAT BOTH PARTIES HAVE ALL THE UNIFORM COMMERCIAL CODE RIGHTS, DUTIES, AND REMEDIES AVAILABLE
8. **INSPECTION.** ALL GOODS AND/OR SERVICES, PURCHASED ARE SUBJECT TO CITY'S INSPECTION, TEST AND APPROVAL AT DESTINATION, WHETHER OR NOT PRIOR PAYMENTS HAVE BEEN MADE OR INSPECTIONS HAVE BEEN PERFORMED BY THE CITY. ALL GOODS AND/OR SERVICES NOT IN ACCORDANCE WITH SPECIFICATIONS MAY BE REJECTED AND HELD SUBJECT TO SHIPPERS' ORDERS. SHIPPER MUST PAY ALL EXPENSES, INCLUDING FREIGHT BOTH WAYS, ON REJECTED GOODS.

IF GOODS AND/OR SERVICES PROVIDED HEREUNDER ARE REJECTED, IN WHOLE OR IN PART BY THE CITY BY REASON OF THE VENDOR'S FAILURE TO COMPLY WITH ANY OF THE TERMS, CONDITIONS AND/OR SPECIFICATIONS CONTAINED HEREIN AND ON THE FACE OF THE PO, CITY, AFTER NOTIFYING VENDOR IN WRITING MAY (I) RETURN THE REJECTED PORTION OF SUCH GOODS AND/OR SERVICES TO THE VENDOR AT VENDOR'S EXPENSE OR HOLD THE SAME FOR SUCH DISPOSAL AS VENDOR SHALL INDICATE, WITHOUT INVALIDATING THE REMAINDER OF THE PO; (II) MAY REJECT THE ENTIRE SHIPMENT OF GOODS AND CANCEL THE PO FOR ANY UNDELIVERD GOODS; OR (III) TO CAUSE VENDOR TO PAY CITY PROMPLTY FOR EXPENSES INCURRED IN REMEDYING THE DEFECTION OR NONCONFORMING GOODS AND/OR SERVICES (INCLUDING WITH LIMITATION, THE PURCHASE OF SUBSTITUTE (OR FUNCTIONALLY EQUIVALENT) GOODS AND/OR SERVICES), OR TO CAUSE VENDOR, AT VENDOR'S EXPENSE, TO EXPEDITIOUSLY REPLACE, UPGRADE, OR REPAIR ANY DEFECTIVE OR REJECTED GOODS. IF THE OPTION SET FORTH IN (I) IS EXERCISED, CITY MAY, AT ITS DESCRETIONS, REDUCE THE QUANTITY SPECIFIED IN THE PO BY THE NUMBER OF GOODS AND/OR SERVICES RETURNED OR REJECTED.

9. **PRICES:** IF PRICES ARE HIGHER THAN SPECIFIED, DO NOT SHIP WITHOUT THE PURCHASING AGENTS PRIOR WRITTEN APPROVAL.
10. **CLEAN HANDS:** BY ACCEPTING THIS CONTRACT, THE SELLER WARRANTS THAT NEITHER THE BUSINESS, NOR ANY OFFICER OR SIGNIFICANT STAKEHOLDER OF THE BUSINESS IS IN VIOLATION OF THE CITY OF EDGEWATER CODE AND DO NOT OWE THE CITY ANY PAST DUE DEBT. THE SELLER SPECIFICALLY AGREES THAT THE CITY MAY WITHHOLD ANY MONEY OWED THE SELLER FROM THIS CONTRACT FOR ANY EXISTING CODE VIOLATIONS AND/OR PAST DUE DEBT. IF THE SELLER MISREPRESENTS THE STATUS OF THE BUSINESS, ANY OFFICER OR SIGNIFICANT STAKEHOLDER, THE CITY WILL CONSIDER THIS A MATERIAL DEFECT OF THIS CONTRACT AND SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE IT
11. **INDEMNIFICATION.** THE CITY RESERVES THE RIGHT TO ADD IN A SUPPLEMENTAL DOCUMENT, AS PREVIOUSLY DEFINED TO INCLUDE INVITATION TO BID, PROPOSAL, QUOTE, AND CONTRACT, THE FOLLOWING CLAUSE OR SUBSTANTIALLY SIMILAR LANGUAGE:

VENDOR COVENANTS AND AGREES THAT IT WILL INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY CLAIM, LOSS, DAMAGE, COSTS, CHARGE OR EXPENSE ARISING OUT OF ANY ACT, ACTION, NEGLIGENCE OR OMISSION BY VENDOR DURING THE PERFORMANCE OF THE CONTRACT, WHETHER DIRECT, OR INDIRECT, AND WHETHER TO ANY PERSON OR PROPERTY TO WHICH THE CITY OR SAID PARTIES MAY BE SUBJECT, EXCEPT THAT NEITHER THE VENDOR NOR ANY OF ITS SUB-CONTRACTORS WILL BE LIABLE UNDER THIS SECTION FOR DAMAGES ARISING OUT OF INJURY OR DAMAGE TO PERSONS OR PROPERTY DIRECTLY CAUSED BY OR RESULTING FROM THE SOLE NEGLIGENCE OF CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES.

12. **INTELLECTUAL PROPERTY INDEMNIFICATION.** VENDOR WARRANTS THAT THERE HAS BEEN NO VIOLATION OR INFRINGEMENT OF ANY COPYRIGHT, TRADE NAME, TRADEMARK, PATENT OR RELATED INTELLECTUAL PROPERTY RIGHT, AS A RESULT OF MANUFACTURING, PRODUCING OR SELLING THE GOODS. VENDOR FURTHER AGREES TO DEFEND AND INDEMNIFY CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, EXPENSES AND LIABILITIES ARISING FROM ANY ACTUAL OR ALLEGED INTELLECTUAL PROPERTY VIOLATION OR INFRINGEMENT.
13. **TAXES:** THE CITY OF EDGEWATER FLORIDA IS EXEMPT FROM THE PAYMENT OF ALL FEDERAL EXCISE TAXES AND SALES TAXES OF THE STATE OF FLORIDA, AND GENERALLY ALL OTHER STATE GOVERNMENTS. VENDOR/SELLER SHALL FURNISH THE PROPER EXEMPTION CERTIFICATE

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14. **INSURANCE.** THE DEPARTMENT HEAD HAS THE RIGHT TO WAIVE CERTAIN INSURANCE REQUIREMENTS AND SHALL PROVIDE THE WAIVER WITH THE REQUEST FOR PURCHASE ORDER. IF INSURANCE IS REQUIRED, THE FOLLOWING TERMS SHALL APPLY:

VENDOR SHALL MAINTAIN ALL INSURANCE AS REQUIRED BY THE CITY. VENDOR SHALL PROVIDE TO THE CITY A CERTIFICATE OF INSURANCE EVIDENCING COVERAGE AND IDENTIFYING THE CITY AS AN ADDITIONAL INSURED. FAILURE OF THE VENDOR TO PROVIDE A CERTIFICATE OF INSURANCE SHALL NOT RELIEVE THE VENDOR FROM ITS RESPONSIBILITY TO MAINTAIN THE INSURANCE COVERAGE REQUIRED BY THE CITY. THE CERTIFICATES SHALL CLEARLY INDICATE THAT THE VENDOR HAS OBTAINED INSURANCE OF THE TYPE, AMOUNT AND CLASSIFICATION REQUIRED BY THE CITY. POLICIES OTHER THAN WORKERS' COMPENSATION SHALL BE ISSUED BY INSURERS LICENSED AND/OR DULY AUTHORIZED UNDER FLORIDA LAW TO DO BUSINESS IN THE STATE OF FLORIDA AND ALL INSURING COMPANIES ARE REQUIRED TO HAVE A MINIMUM RATING OF "A" IN THE "BEST KEY RATING GUIDE" PUBLISHED BY A.M. BEST & COMPANY, INC. FOR WORKER'S COMPENSATION COVERAGE, THE VENDOR'S INSURANCE CERTIFICATE SHALL INCLUDE THE INSURER'S WAIVER OF SUBROGATION IN LIEU OF NAMING THE CITY AS AN ADDITIONAL INSURED FOR WORKERS' COMPENSATION. POLICIES FOR WORKERS' COMPENSATION MAY BE

ISSUED BY COMPANIES AUTHORIZED AS A GROUP SELF-INSURER BY F.S.440.572.

VENDOR SHALL NOT COMMENCE WORK UNTIL THE CITY HAS RECEIVED A CERTIFICATE OR CERTIFICATES OF INSURANCE AND ENDORSEMENTS EVIDENCING THE REQUIRED INSURANCE. VENDOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE THE CITY THE WRITTEN ORIGINAL CERTIFICATE, NOTICE OF CANCELLATION, NONRENEWAL OR ANY OTHER CHANGES IN COVERAGE NO LATER THAN TEN (10) DAYS PRIOR TO THE EFFECTIVE DATE OF THE CHANGE. IF INSURANCE POLICIES REQUIRED ARE NOT PROVIDED TO THE CITY WITHIN THIRTY (30) DAYS OF THE DATE REQUESTED, THIS VENDOR APPLICATION AND AGREEMENT MAY BE TERMINATED.

15. **E-VERIFY REQUIREMENT:** THE CONTRACTOR AND ITS SUBCONTRACTORS PERFORMING WORK AND PROVIDING SERVICES UNDER A RESULTING AGREEMENT WILL UTILIZE THE US DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM TO VERIFY THE EMPLOYMENT ELIGIBILITY OF ALL NEW EMPLOYEES HIRED BY THE CONTRACTOR/SUBCONTRACTOR DURING THE AGREEMENT TERM. ALL COST INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. FAILURE TO MEET THIS REQUIREMENT MAY RESULT IN TERMINATION OF THE AGREEMENT BY THE CITY."
16. **INVOICING.** VENDOR AGREES TO SUBMIT AN INVOICE WITH EACH SHIPMENT SHOWING THE PO NUMBER. ALL INVOICES SHOULD BE ISSUED TO THE CITY C/O ACCOUNTS PAYABLE. THE DISCOUNT PERIOD OF ANY CASH DISCOUNTS AVAILABLE TO THE CITY WILL COMMENCE ON THE DATE OF THE INVOICE. WHEN FREIGHT IS PREPAID BY VENDOR, VENDOR MUST SHOW FREIGHT CHARGES SEPARATELY; BEFORE ADDING FREIGHT CHARGES, AND SUBMIT A COPY OF THE FREIGHT BILL WITH THE INVOICE. NO ALLOWANCE WILL BE MADE FOR BOXES, REELS, DRUMS OR OTHER RETURNABLE CONTAINERS UNLESS SO STATED ON THE FACE OF THE PO AND INVOICED SEPARATELY
17. **JURISDICTION AND VENUE.** FOR ANY SUIT OR PROCEEDING TO ENFORCE THE PROVISIONS OF THE PO, VENDOR IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA. FURTHERMORE, VENDOR AGREES THAT THE PO WILL BE INTERPRETED, CONSTRUED AND ENFORCED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OF CONFLICTS OF LAW.
18. **MODIFICATIONS.** NO MODIFICATION IN PRICE, DELIVERY, METHOD OR SCHEDULE, QUANTITY, QUALITY, SPECIFICATIONS OR ANY OTHER TERM OF THE CONTRACT WILL BE EFFECTIVE UNLESS AGREED TO IN WRITING, AND SIGNED BY AN AUTHORIZED PURCHASING AGENT
19. **OVERSHIPMENT.** QUANTITIES IN EXCESS OF THAT SHOWN ON THE FACE OF THE PO, IF REJECTED, WILL BE RETURNED TO VENDOR AT VENDOR'S RISK AND EXPENSE. ANY EXCESS QUANTITIES THAT CITY ACCEPTS WILL BE BILLED AT THE PO PRICE.
20. **TERMINATION.** CITY RESERVES THE RIGHT TO CANCEL ALL OR ANY PART OF THE PO WITHOUT PENALTY.
21. **TIME.** TIME IS OF THE ESSENCE OF THE PO. THE CITY RESERVES THE RIGHT TO CANCEL THE PO (OR ANY PORTION) WITHOUT PENALTY IN THE EVENT THAT DELIVERIES ARE NOT MADE WITHIN THE SPECIFIED TIME, WITHOUT LIABILITY FOR DELIVERIES PREVIOUSLY MADE AND ACCEPTED BY CITY.
22. **TITLE.** UNLESS THE FACE OF THE PO PROVIDES FOR THE CITY'S ASSUMPTION OF OWNERSHIP AT THE POINT OF SHIPMENT, TITLE TO THE GOODS PURCHASED UNDER THE PO REMAINS WITH THE VENDOR UNTIL SUCH GOODS ARE OFF-LOADED AT THE CITY FACILITY OR SITE SPECIFIED ON THE FACE OF THE PO; PROVIDED, HOWEVER, THAT IN ALL CASES, VENDOR SHALL BEAR ALL RISKS OF LOSS OR DAMAGE IN TRANSIT UNTIL SUCH GOODS ARE DELIVERED TO CITY'S FACILITY OR SITE AND ACCEPTED BY CITY OR IT'S DESIGNEE.
23. **WARRANTY.** VENDOR EXPRESSLY WARRANTS THAT ALL GOODS, SERVICES, WORKMANSHIP, AND TITLE FURNISHED AND/OR DELIVERED PURSUANT TO THE PO AND THE TERMS AND CONDITIONS STATED HEREIN WILL BE FREE FROM DEFECTS IN MATERIAL, WORKMANSHIP AND TITLE. FURTHER VENDOR WARRANTS ALL GOODS AND/OR SERVICES WILL CONFORM IN ALL RESPECTS TO ALL APPLICABLE SPECIFICATIONS, DRAWINGS, AND SHALL BE FIT FOR ITS INTENDED USE AND SERVICE. ALL GOODS AND/OR SERVICES SHALL BE NEW AND NOT SECONDHAND, OF GOOD QUALITY AND FREE FROM DEFECTS WHETHER LATENT OR PATENT IN MATERIAL OR WORKMANSHIP; ALL MATERIAL AND WORKMANSHIP IS WARRANTED FOR A MINIMUM OF ONE (1) YEAR FROM DATE OF ACCEPTANCE BY CITY UNLESS OTHERWISE STIPULATED HEREIN. UPON NOTIFICATION BY CITY, VENDOR SHALL CORRECT ANY DEFECT EITHER BY REPAIR OR REPLACEMENT OF THE DEFECTIVE GOODS SUBJECT TO THE APPROVAL OF THE CITY, AT VENDOR'S EXPENSE, PROVIDED THAT CITY'S CONTINUED USE OF SAID DEFECTIVE GOODS PENDING REPAIR OR REPLACEMENT SHALL NOT CONSTITUTE A WAIVER BY CITY UNDER THE PO. FURTHER WARRANTS THAT ALL GOODS AND/OR SERVICES COVERED BY THE PO MEET OR EXCEED THE SAFETY STANDARDS ESTABLISHED AND PROMULGATED UNDER THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH LAW (PUBLIC LAW 91-956) AND ITS REGULATIONS IN EFFECT AS OF THE DATE OF THE PO. THESE WARRANTIES SHALL SURVIVE ACCEPTANCE OF AND PAYMENT FOR THE GOODS AND/OR SERVICES FURNISHED.
24. **PATENTS & ROYALTIES:** THE VENDOR/SELLER, WITHOUT EXCEPTION, SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF EDGEWATER AND ITS EMPLOYEES FROM LIABILITY OF ANY NATURE OF KIND, INCLUDING COSTS AND EXPENSES FOR OR ON ACCOUNT OF ANY COPYRIGHTED, PATENTED OR UNPATENTED INVENTION, PROCESS OR ARTICLE MANUFACTURED OR SUED IN THE PERFORMANCE OF THE CONTRACT, INCLUDING ITS USE BY THE CITY OF EDGEWATER. IF THE VENDOR/SELLER USES ANY DESIGN, DEVICE, OR MATERIALS COVERED BY LETTER, PATENT OR COPYRIGHT, IT IS MUTUALLY AGREED AND UNDERSTOOD WITHOUT EXCEPTION THAT THE LISTED PRICES SHALL INCLUDE ALL ROYALTIES OR COST ARISING FROM THE USE OF SUCH DESIGN, DEVICE OR MATERIALS IN ANY WAY INVOLVED WITH THE WORK.

25. **PAYMENT.** VENDOR AGREES THAT PAYMENT WILL BE MADE SUBJECT TO “LOCAL GOVERNMENT PROMPT PAYMENT ACT”, SECTIONS 218.70-218.74, FLORIDA STATUTES, AND IN ACCORDANCE WITH THE CITY'S POLICIES AND PROCEDURES, INCLUDING BUT NOT LIMITED TO THE REQUIREMENT THAT VENDOR SHALL BE REQUIRED TO MAINTAIN A CURRENT VENDOR APPLICATION ON FILE WITH THE CITY. PRIOR TO RELEASE OF PAYMENT, VENDOR SHALL BE REQUIRED TO MAKE CURRENT THE VENDOR APPLICATION ON FILE WITH THE CITY. FOR PURPOSES SET FORTH HEREIN, A “ CURRENT VENDOR APPLICATION” SHALL INCLUDE THE FOLLOWING: 1) AN UPDATED, COMPLETED, AND EXECUTED CURRENT VENDOR APPLICATION; 2) PROOF OF CURRENT AND UPDATED INSURANCE, IF REQUIRED; 3) UPDATED AND COMPLETED W-9, AND 4) ANY OTHER DOCUMENTATION THAT MAY BE REQUIRED BY THE CITY OR OTHERWISE REQUIRED BYLAW.
26. **PUBLIC RECORDS COMPLIANCE.** VENDOR SHALL ALSO BE DEFINED AS TO INCLUDE THE TERM SET FORTH IN CHAPTER 119.0701(L)(A), FLORIDA STATUTES. VENDOR SHALL COMPLY WITH PUBLIC RECORDS LAWS AS SET FORTH IN CHAPTER 119, FLORIDA STATUTES, AND SHALLSPECIFICALLY:
- A. KEEP AND MAINTAIN PUBLIC RECORDS REQUIRED BY THE CITY TO PERFORM THE SERVICE.
 - B. UPON REQUEST FROM THE CITY'S CUSTODIAN OF PUBLIC RECORDS, PROVIDE THE CITY 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 THIS CHAPTER 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 FOR THE DURATION OFTHE CONTRACT TERM AND FOLLOWING COMPLETION OF THE CONTRACT IF THE VENDOR DOES NOT TRANSFER THE RECORDS TO THE CITY.
 - D. UPON COMPLETION OF THE CONTRACT, VENDOR SHALL TRANSFER TO THE CITY, AT NO COST, ALL PUBLIC RECORDS IN POSSESSION OF THE VENDOR AND DESTROY ANY DUPLICATE PUBLIC RECORDS THAT ARE EXEMPT FROM PUBLIC RECORDS DISCLOSURE REQUIREMENTS. ALL RECORDS STORED ELECTRONICALLY MUST BE PROVIDED TO THE CITY, UPON REQUEST FROM THECITY'SCUSTODIANOF PUBLICRECORDS, IN A FORMAT THAT ISCOMPATIBLE WITH THE INFORMATION TECHNOLOGY SYSTEMS OF THE CITY.
 - E. COMPLY WITH THE CITY'S REQUEST FOR RECORDS WITHIN A REASONABLE TIME. FAILURE TO COMPLY WITH THE CITY'S REQUEST FOR RECORDS WITHIN A REASONABLE TIME MAY SUBJECT VENDOR TO PENALTIES SET FORTH IN CHAPTER 119.10, FLORIDA STATUTES.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE OFFICE OF THE CITY CLERK, CITY HALL, 104 N RIVERSIDE DRIVE, EDGEWATER, FLORIDA 32132 TELEPHONE: (386) 424-2400 E-MAIL: CITYCLERK@CITYOFEDGEWATER.ORG

27. **SEVERABILITY.** VENDOR UNDERSTANDS AND AGREES THAT IF ANY PROVISION, TERM, OR CONDITION STATED HEREIN OR ON THE FACE OF THE PO IS BY THE COURTS HELD TO BE ILLEGAL OR IN CONFLICT WITH ANY LAW OF THE STATE OF FLORIDA, THE VALIDITY OF THE REMAINING PROVISIONS SHALL NOT BE AFFECTED, AND THE RIGHTS AND OBLIGATIONS OF THE VENDOR AND THE CITY SHALL BE CONSTRUED AND ENFORCED AS IF THE PO AND THIS VENDOR APPLICATION AND AGREEMENT DID NOT CONTAIN THE PARTICULAR PROVISION, TERM OR CONDITION HELD TO BE INVALID.
28. **COUNTERPARTS; FACSIMILE SIGNATURES.** THIS VENDOR APPLICATION AND AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED TO BE AN ORIGINAL BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. ANY PARTY MAY EFFECT THE EXECUTION AND DELIVERY OF THIS VENDOR APPLICATION AND AGREEMENT BY SIGNING THE SAME AND SENDING A COPY THEREOF TO THE CITY BY FACSIMILE, EMAIL OR OTHER ELECTRONIC MEAN AND SO EXECUTED, SHALL HAVE THE FULL FORCE AND EFFECT AS AN ORIGINAL.

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