

Terms & Conditions

1. Delivery date shall mean as follows:
 - a. Goods – The date the goods are to be delivered to the Town of Miami Lakes (“Town”).
 - b. Furnish & Install – The date the installation shall be completed
 - c. Services – Where a date is specified it shall mean the date the service(s) are to be provide. For term
2. All payments shall be made by the Town in accordance with Florida Statute Chapter 218, Part VII, also known as the Local Government Prompt Payment Act.
3. Vendor shall provide all services in accordance with best industry practices.
4. For all goods Vendor shall include a packing list identifying the purchase order number, the part number for each item (if applicable), a description and the quantity of each item, and the date shipped
5. Contractor must include its legal business name and address, a non-repeating number, a clear description of the goods provided and the total price to be paid by the Town on all invoices. Invoices must be signed by the vendor with a certification that the invoice is true and accurate. The Town will not issue payments based on statements of accounts. If a quote was provided to the Town for the goods or they are being delivered under an existing contract the quote or contract number must appear on the invoice.
6. All deliveries shall be FOB destination, with the shipping cost included in the price unless otherwise stated on the front of the purchase order. Vendor is responsible for all losses or damages prior to receipt and acceptance of the goods by the Town.
7. Vendor agrees that all goods are new, and unused unless otherwise stated on the face of the purchase order and are free and clear of any defects in workmanship or material. In addition to any written warranties the Town shall be covered by an implied warranty and the vendor warrants that the goods are fit and safe for the intended purpose.
8. All goods shall be provided to the Town free and clear of any liens or encumbrances.
9. Vendor shall hold harmless, and indemnify the Town, its officials, employees, and representatives from any and all claims, losses, and causes of action which may arise out of the award and delivery of the goods, the delivery of defective goods, or as the result of any act of negligence, or negligent omission, recklessness, or intentional wrongful conduct of the vendor, its subcontractors, or suppliers. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith. The vendor’s obligation under this indemnification shall not be limited in any way by the agreed upon price, or the vendor’s limit(s) of, or lack of, sufficient insurance protection.
10. Receipt of the goods or services does not constitute acceptance of the goods or services. Vendor assumes all liability and responsibility for the goods and services until they are determined to meet the requirements of the purchase order and are accepted in writing by the Town.
11. Where applicable the vendor shall be licensed or certified by the federal government, State of Florida, and/or Miami-Dade County. Upon request the vendor shall provide to the Town such licenses or certifications.
12. All work performed under this purchase order shall be considered “works of hire” and the Town shall own any resulting work product upon payment to the vendor unless otherwise stated on the face of the purchase order.
13. Vendor shall be required as part of the price to obtain any regulatory approvals that may be required.
14. This purchase is governed by the laws of the State of Florida and the venue for any legal action shall be in Miami-Dade County, Florida.
15. The Town is tax exempt and the vendor shall not bill the Town for any taxes.
16. This purchase order and any documents referenced on its face constitute the entire agreement between the parties.
17. Where the Purchase Order is issued based on the award of a contract or quote, which is referenced on the front of the Purchase Order, the terms and conditions of the contract or quote shall take precedence.
18. Where the Purchase Order is transmitted by electronic means, such transmission shall have the legal sufficiency of a duly executed original delivered to the vendor.
19. Time is of the essence. If the delivery date cannot be met, vendor shall inform the Town immediately. Such notice shall not, however, constitute a change to the delivery or completion terms of this Purchase Order unless the Town modifies this Purchase Order in writing. At the Town’s sole option it may either approve a revised delivery date or may cancel this Purchase Order and may obtain such goods elsewhere.
20. Vendor shall not assign or subcontract this purchase order or any benefit arising out of this purchase order without the prior written consent of the Town.
21. Vendor shall comply with all applicable federal, state and local laws rules and regulations in performing its obligations under this purchase order, including, where applicable, Florida Statute 287.055 also known as the Consultant Competitive Negotiation Act.