

**PURCHASE ORDER GENERAL TERMS AND CONDITIONS** - Questions relating to this Purchase Order (PO) must be directed to the Clay County Utility Authority (CCUA) Procurement Department at 904-213-2447. CCUA may delete, supersede, or modify the terms and conditions for a particular agreement by indicating such change in a Solicitation or Contract.

**CLARIFICATION OF TERMS**- The term Contractor means the party identified on the face of the PO with whom CCUA is contracting. Contractor shall mean the same as supplier, seller, vendor, or other type designation.

**PRECEDENCE IN TERMS**- In the event of a conflict, the terms, and conditions for the individual bid/proposal, negotiated contract, and/or the terms recited in this Agreement shall take precedence. For clarity, this Agreement shall supersede and exclude any terms and conditions found on the Suppliers quotes, purchase orders, or order confirmations.

**PURCHASE ORDER NUMBER**- PO Number must appear on all packages, packing slips, invoices, and all correspondence relating to the Order. CCUA will not be responsible for goods delivered without a PO Number.

**RESERVED RIGHTS OF CCUA**- CCUA reserves the right to cancel this order, without cost or obligation, in whole or in part for the convenience of CCUA upon five (5) days written notice to Supplier. Unless directed differently in the termination notice, the Supplier shall incur no further obligations in connection with the order.

**ACCEPTANCE- ENTIRE AGREEMENT**- Acceptance of this PO will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. CCUA and the Supplier shall not be bound by additional provisions or provisions at variance herewith that may appear in the Supplier's quotation, acknowledge in force, or any other communication from Supplier to CCUA unless such provision is expressly agreed to and confirmed to in writing.

**ASSIGNMENT**- Any assignment of the work to be performed, in whole or in part, or any other interest hereunder, without or written consent, except an assignment confined solely to monies due to become due; shall be void. It is expressly agreed that any such assignment of monies shall be void to the extent that it attempts to impose upon CCUA obligation to the assignee additional to the payment of such monies, or to preclude CCUA from dealing solely and directly with Supplier in all matters pertaining hereto, including the negotiation of amendments or settlements of amounts due.

**WRITTEN COMMUNICATION**- The terms and conditions of this purchase order shall not be modified verbally. All communication shall be in writing.

**QUALITY**- All materials or services furnished on this order must be as specified and subject to CCUA inspection after delivery at destination. Variations in materials or services from those specified in this order must not be made without prior written authority from CCUA Procurement Department. Material rejected will be returned and shall be done so at the Supplier's sole risk and expense.

**QUANTITY/PRICE** - The quantity of materials ordered and/or the prices specified must not be exceeded without written authority from CCUA Procurement Department.

**IDEMNITY**- The Supplier hereby agrees to indemnify and hold harmless CCUA, its officers, agents, and employees from and against all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions, and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of the Supplier, its agents, servants, employees, or others, or because of or due to the mere existence of this Agreement between the parties.

**PATENT/COPYRIGHT HOLD HARMLESS** – If applicable, the Supplier shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights. The Supplier shall at its own expense, hold harmless and defend CCUA against any claim, suit or proceeding brought against CCUA, which is based upon claim, whether rightful or otherwise, that the goods or services or any part thereof, furnished under this Purchase Order constitute an infringement of any patent or copyright of the United States. The Supplier shall pay all damages and costs awarded against CCUA to include legal fees.

**PACKAGING** – If awarded a PO or Agreement, invoices and package lists must clearly be marked with shipper's name, address, and PO Number. Charges are not allowed for boxing, crating or special deliveries unless previously agreed upon in writing.

**DELIVERY** – All materials must be shipped F.O.B. Destination with transportation charges prepaid. If CCUA agrees, freight charges may be prepaid by the Supplier and listed on the invoice; however, the Supplier retains title and assumes all responsibility, liability, and risk in transit and shall be responsible for the filing of claims for loss or damages. CCUA reserves the right to cancel this order and purchase elsewhere if the Supplier fails to meet the delivery date specified on PO. Deliveries, if to CCUA, shall be made between 8:00a.m. and 3:30p.m. Monday through Friday, excluding holidays, unless otherwise stipulated.

**SAFETY DATA SHEET**- As necessary, the Supplier agrees to furnish CCUA with a current Safety Data Sheet (SDS) on or before delivery of each hazardous chemical or

substance purchased which is classified as toxic under Chapter 442, Florida Statutes. Appropriate labels and MSDSs shall be provided for all shipments.

**OSHA REQUIREMENT** – The Supplier hereby guarantees CCUA that all materials, supplies, and equipment as listed on the resulting PO shall meet the requirements, specifications, and standards as provided under the U.S. Department of Labor Occupational Safety and Health Act of 1970 as from time to time amended and in force at date thereof.

**COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS** – The Supplier must comply with all applicable state, federal, and local laws, and regulations etc. This includes but not limited to DOT, OSHA, EPA, and DEP.

**PAYMENT TERMS** - Payment terms are net 30 days upon delivery and acceptance unless agreed upon in writing. CCUA pays in accordance with the Prompt Payment Act- Section 218.70, Florida Statutes.

**INVOICING** – A separate invoice for this Purchase Order or for each shipment thereon shall be rendered immediately following shipment. All copies shall be forwarded to [accountspayable@clayutility.org](mailto:accountspayable@clayutility.org).

**TAXES** – CCUA is exempt from Federal and State taxes. Such taxes must not be charged or included in the price. If tax is included, the amount thereof will be deducted from the invoice. Tax exempt certificates will be furnished upon request. CCUA's Certification of Exemption Number is 85-8012536416C-5.

**PURCHASE ORDER** – CCUA will not accept any goods delivered or service 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 this order.

**APPLICABLE LAWS, VENUE AND JURY TRIAL** – The laws of the State of Florida shall govern all aspects of this order. In the event it is necessary for either party to initiate legal action regarding this order, venue shall be in Clay County, Florida or in Federal Court and for the Middle District of Florida, Jacksonville Division. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this order, which may be brought by either of the parties hereto.

**DISPUTES** – In case of any doubt or differences of opinion as to the items to be furnished hereunder, the directions of the Board of Supervisors for CCUA's Executive Director shall be final and binding on both parties.

**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 CCUA. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced.

**WARRANTY** – The Supplier agrees to provide a full warranty to CCUA for all materials and services which it provides hereunder for a minimum of one (1) full year following the date of delivery or completion of services. All warranties shall comply to the manufacturing warranty and the Scope of Services. If the Supplier is called to perform warranty work, the Supplier will be responsible for all costs incurred in repairing the areas under warranty. The manufacturer's warranty on materials received and installed shall extend for the full warranty period. In addition to all warranties, established by statute or common law or set forth elsewhere in this order. The Contractor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by CCUA and shall be of the best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable of good material and workmanship and free from all Latent and patent defects. CCUA's failure to give notice to the Contractor of any breach of warranty shall not discharge Contractor's liability thereof. Without limiting the generality of the foregoing, Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twenty-four (24) months of receipt by CCUA.

**INSURANCE** – The Supplier performing work on CCUA facilities or property shall maintain insurance coverage. The Supplier shall submit a copy of their Certificate of Liability Insurance to [procurement@clayutility.org](mailto:procurement@clayutility.org). The Certificate of Liability Insurance must list CCUA as additional certificate holder.

**TERMINATION FOR DEFAULT** – CCUA, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor or Supplier to perform any of the provisions hereof, in such event, the Contractor or Supplier shall be liable for damages; including the excess cost of reprocurring similar supplies or services; provided that if (i) it is determined for any reason that the Contractor or Supplier were not in default or (ii) the Contractor's or Supplier's failure to perform is without his and his subcontractors control, fault or negligence, the termination shall be deemed to be a termination for convenience. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier. CCUA reserves the right to reject any or all parts of the quote, waive technicalities and to award to a responsive, responsible bidder, as in the best interest of CCUA. Failure of a Supplier that is awarded a PO to deliver according to the PO or to comply with any of the terms and conditions therein may disqualify the Supplier from receiving future orders.

**TERMINATION FOR CONVENIENCE** – CCUA, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of CCUA. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered and accepted up to the date of termination. To the extent that his contract is for services and is so terminated, CCUA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

**VARIATION IN QUANTITY** – CCUA assumes no liability for material produced, processed, or shipped more than the amount specified herein.

**SEVERABILITY** – If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate distinct and independent provision.

**PERMITS** – When applicable, Contractor and Supplier are responsible for obtaining any permits necessary to complete the work covered by this order, at its own expense, prior to starting any work.

**FISCAL NON-FUNDING** – In the event that sufficient budgeted funds are not available for a new fiscal period, CCUA shall notify the Contractor and Supplier of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to CCUA.

**PUBLIC RECORDS**- CCUA's timely lawful compliance with the Florida Public Records Laws are required at all times, and any such compliance with the provisions thereof shall not be constitute any default or failure of performance, nor excuse any covenant made or performance due from, the Contractor under this PO. Under no circumstances shall CCUA be required to provide notice to the Contractor, nor be required to consult with the Contractor, prior to CCUA's acting in lawful compliance with the Florida Public Records Laws.