



**TOWN OF PALM BEACH
TERMS AND CONDITIONS**

The following general terms and conditions shall apply to all purchases by or on behalf of the Town of Palm Beach unless specifically provided otherwise on the front of this document.

1. Any questions or information relative to the requirements of this order are to be referred to the Purchasing Department, 951 Old Okeechobee Road, Suite "D", West Palm Beach, FL 33401, Telephone (561) 838-5406 or Facsimile (561) 835-4688.
2. 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' addressee. Invoices shall be submitted to the Town of Palm Beach, Finance Department, Accounts Payable, P. O. Box 2029, Palm Beach, FL 33480 or email electronic invoices to: Invoices@TownofPalmBeach.com. (Preferred Method).
3. The Town of Palm Beach will not honor any modifications to any of the conditions stipulated in this order unless such modifications are approved by the authorized purchasing official with a written supplement of this order.
4. All shipments must be F.O.B destination. Charges for shipping and handling costs shall be included in the item pricing unless otherwise indicated on the Purchase Order. If this order permits shipping and handling charges, those charges must be separately stated on invoices accompanied by receipted freight bills.
5. If completed deliveries are not made by the date indicated, the Town reserves the right to cancel the order. If delivery dates cannot be met, Vendor agrees to advise the Town, in writing, of the earliest possible shipping date for acceptance by the Town.
6. Vendor is reminded that the Town of Palm Beach is tax exempt under the Statutes of the State of Florida. Exemption number is shown on face of this order.
7. Vendor warrants that the materials and/or services to be supplied under this order will be free from defects in materials and workmanship and will be suitable for the purpose intended. Materials and services will be in compliance with all requirements shown on the face of this order, referenced documents, catalogue and manufacturer's warranties.
8. Damaged items will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the Town.
9. When applicable, proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to the Town at the time of purchase.
10. Delivery of goods or services called for hereunder shall constitute acknowledgement and acceptance of the order including all of the terms and conditions contained on or attached to this Purchase Order.
11. Substitutions will not be accepted without prior approval.
12. Partial shipments will be accepted if invoiced separately.
13. C.O.D. or collect shipments will not be accepted.
14. Receiving hours are 8:00 a.m. to 3:30 p.m. Monday – Friday.
15. This order shall be governed by and construed according to the laws of the State of Florida.
16. The Town of Palm Beach complies with the Florida Prompt Payment Act (F.S. 218.70) interest computations for overdue payments are computed in compliance with this act.
17. **INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS** (Unless otherwise stated in the solicitation document, which shall take precedence)

MINOR CONTRACT FOR SERVICE - All agreements, contracts, purchase orders and/or tag-on purchase order contracts providing for services with a total project cost of \$50,000 or less with no unusual risks, hazards or substantial exposures of loss or damage to the Town and/or private property.

INSURANCE REQUIREMENTS:

General Liability coverage with limits not less than \$300,000 per occurrence/\$300,000 aggregate. The Certificate of Insurance shall indicate Occurrence Basis only. Claims made policies will not be accepted. The Town shall be endorsed as an additional insured under the General Liability coverage.

Auto Liability coverage with limits not less than \$300,000 Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/Hired Autos/Non-Owned Autos.

Workers Compensation not less than the statutory limits.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

A 30 day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the hiring department or Purchasing Agent, whichever is applicable, via registered, return receipt requested mail. Note: 10 day Notice of Non-Payment is acceptable if the Certificate of Insurance also indicates 30 day notice for cancellation, non-renewal, or modifications.

STANDARD CONTRACT FOR SERVICE - Agreements, contracts, purchase orders and/or tag-on purchase order contracts providing services for \$50,001.01-\$1,999,999.99 with no unusual risks, hazards or substantial exposures of loss or damage to the Town and/or private property.

INSURANCE REQUIREMENTS:

General Liability coverage with limits not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. Certificate of Insurance shall indicate an Occurrence Basis only. Claims made policies will not be accepted. The Town shall be endorsed as an additional insured under the General Liability coverage.

Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/ Hired Autos/Non-Owned Autos.

Workers' Compensation coverage with statutory limits.

Employer's Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

A 30 day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the hiring department via registered, return receipt requested mail. Note: 10 day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30 day notice for cancellation, non-renewal, or modifications.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

MAJOR CONTRACT FOR SERVICE - Agreements, contracts, purchase orders and/or tag-on purchase order contracts providing services which are \$2,000,000 or greater with no unusual risks, hazards or substantial exposures of loss or damage to the Town and/or private property.

INSURANCE REQUIREMENTS:

General Liability coverage with limits not less than \$5,000,000 per occurrence/\$5,000,000 aggregate. Certificate of Insurance shall indicate coverage on an Occurrence Basis only. Claims made policies will not be accepted. The Town shall be endorsed as an additional insured under the General Liability coverage.

Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence Combined Single Limit each accident. Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/Hired Autos/Non-Owned Autos.

Workers' Compensation coverage with statutory limits.

Employer's Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

A 30 day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the hiring department via registered, return receipt requested mail. Note: 10 day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30 day notice for cancellation, non-renewal, or modifications.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

18. INDEMNIFICATION

To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of every kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.