

CITY OF COCONUT CREEK
P-CARD STANDARD TERMS AND CONDITIONS

The following terms and conditions are applicable to payment by P-Card entered into by and between the City of Coconut Creek, Florida ("City") and Vendor ("Seller"). By acceptance of the P-Card the Seller agrees and accepts the terms and conditions stated herein.

- (1) The City of Coconut Creek is tax exempt from Federal Excise and State of Florida Sales Tax. The City's Consumer's Certificate of Exemption number is 85-8012557738C-1.
- (2) Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of the bid. Vendors are not to add notations such as "+3% service fee" in their bid response. All bid responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.
- (3) Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term, service, or project.
- (4) The delivery of goods and/or services within the time specified is of essence to the City. City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified. In the event Seller fails to make timely shipment, City shall have the right to purchase elsewhere and unless the delay was caused by unforeseeable circumstances beyond Seller's control, Seller shall reimburse City for any additional charges incurred.
- (5) All purchases are F.O.B. destination, freight prepaid by Seller unless otherwise agreed upon by both City and Seller and stated on the invoice, quote, proposal, or contract. Collect shipments will not be accepted. Partial shipments must be covered by separate invoices.
- (6) All packages must bear the contact name and department for the City on the shipping label.
- (7) The risk of loss, injury or destruction, regardless of the cause shall be borne by the Seller until delivery of goods to the specified destination, and inspection and acceptance of the goods by City. Rejected goods will be returned to Seller at Seller's risk and expense.
- (8) Title of goods shall pass to City upon acceptance.
- (9) If the purchase is in accordance with a specific contract, all terms, conditions and provisions of such contract must be strictly observed in addition to the general terms and conditions herein described. To the extent of a conflict between this document and any specific invoice, quote, proposal, or contract, that the language herein will control.
- (10) All City review, application, permit or inspection fees are waived. All county, state or federal fees and permits shall be applied for and paid by the Seller as necessary.
- (11) Seller warrants that the goods, services and/or workmanship furnished and/or delivered pursuant to the purchase shall:
 - a. Conform in all respects to the description and specifications contained on the invoice, quote, proposal, or contract;
 - b. Be merchantable and fit for the ordinary purposes for which such goods are used or intended to be used;
 - c. Be new and not secondhand, or 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;
 - d. Be free from any security interests, liens or encumbrances; Seller warrants that it has good and marketable title to the goods delivered hereunder;
 - e. Comply with the requirements of all applicable federal, state and local laws and regulations;
 - f. Not infringe upon or violate any copyrights or patent rights.
- (12) No warranty, either expressed or implied, may be modified, excluded or disclaimed in any way by Seller. All warranties shall remain in full force, notwithstanding acceptance and payment by City.
- (13) Seller shall indemnify and hold harmless the City Commission, the City of Coconut Creek,

its agents, officials, employees and assigns from and against all claims, damages, losses, expenses, and liabilities arising out of the operations of Seller pursuant to the invoice, quote, proposal, or contract specifically including, but not limited to, those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defect existed at the time of shipment by Seller; the negligence of Seller in the marketing, sale, and/or provision of the goods and/or services under the invoice, quote proposal, or contract. Seller agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim. This section shall not be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The foregoing indemnification and release shall survive the termination or expiration of this Agreement.

- (12) Seller is expressly prohibited from delegating its duties and obligations or transferring or assigning its rights hereunder without the prior written approval of City.
- (13) Seller certifies that all materials, equipment, etc. supplied under terms of the invoice, quote, proposal, or contract meets all OSHA requirements. Seller further certifies that, if the materials, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements, shall be borne by the Seller.
- (14) Due to the potential liability exposure for the purchase of chemicals, pesticides, solvents, building repairs and maintenance, construction, or anything that will use Seller's labor shall not be undertaken without a review by Risk Management and the acquisition of the necessary documents.
- (15) The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that, all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.
- (14) The terms and conditions stated herein and associated invoice, quote, proposal, or contract contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications and may not be changed except by written amendment signed by authorized agents of

both City and Seller. To the extent of a conflict between this document and any specific invoice, quote, proposal, or contract, that the language herein will control.

- (16) The City can cancel at any time with thirty (30) days notice to Seller in writing. City will be responsible for payment of any goods, services received by City up to the date of cancellation.
- (17) The awarded vendor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense insurance as required by the City.
- (18) **Public Records**
Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, Florida Statutes as may be amended from time to time, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Consultant agrees to:
 - a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
 - 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 copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from

public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.

- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

- (19) E-Verify - Beginning January 1, 2021, the Seller must register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to F.S. 448.095, as amended. If Seller enters into a contract with a subcontractor, the subcontractor must provide the Seller with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with

an unauthorized alien, and such documentation must be provided to the City. The Seller must maintain a copy of such affidavit for the duration of the project/service or until the end of the contract term.

Acknowledgement

I hereby acknowledge that I have read and understood the P-Card Standard Terms and Conditions (TCs) contained herein, and that these terms and conditions shall supersede all other terms and conditions. Furthermore, I certify that I possess the signature authority to represent and bind my company.