CITY OF EDGEWATER TERMS AND CONDITIONS READ CAREFULLY:

1. The right is reserved to cancel this order if not filled within the contract time.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes acceptance of all terms, prices, delivery instructions.
4. Specifications and conditions as stated.
5. The purchase order number must appear on ALL packages, invoices and correspondence.
6. The CITY ASSUMES NO RESPONSIBILITY FOR GOODS DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.
7. Please forward all invoices to Accounts Payable at PO Box 100, Edgewater, FL 32132.
8. Payment terms are net 30 days, unless stated otherwise on the reverse page, upon delivery and acceptance.
9. As per the City of Edgewater general requirements for Bids/RFP's and standard purchase definitions.

GENERAL CONDITIONS

The vendor must not change the terms and conditions of this order. If order is not acceptable, return it to the City's Purchasing Division. Failure of a vendor awarded a purchase order to deliver according to the Purchase order or to comply with any of the terms and conditions therein may disqualify him them receiving future orders.

QUALITY

All materials or services furnished on this order must be as specified and subject to City inspection within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without the written authority from the Purchasing Manager. Material rejected will be returned at the vendor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority first obtained from the Purchasing Manager.

INDEMNITY

The vendor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all liabilities, 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 the agreement whether by act or omission of the Vendor its agents, servants, employees or others or because of or due to the mere existence of the agreement between the parties.

PATENT/COPYRIGHT HOLD HARMLESS

The Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, and product or devise which is the subject of patent rights or copyrights. Vendor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a 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 of America. The vendor shall pay all damages and costs awarded against the City.

PACKING

Packages must be plainly marked with shipper's name and Purchase Order Number, charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F.O.B. Destination. The City will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must be within the time stated on

Purchase Order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on the Purchase Order. Deliveries shall be made between 7:30 A.M. and 3:30 P.M. Monday through Friday except holidays, unless otherwise stated. In case of default by the Vendor, the City may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any additional cost occasioned thereby.

MATERIAL SAFETY DATA SHEET

The Vendor agrees to furnish the City with a Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels' and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to City of Edgewater, Attn: Risk Manager, 1000 City Center Circle, Edgewater, Florida 32129.

OSHA REQUIREMENT

The Vendor hereby guarantees the City that all materials, supplies, and equipment as listed on the Purchase Order shall meet the requirements, specifications and standards as provided for under the U.S. Department of Labor Occupational Safety and Health Act 1970, as from time to time as amended and in force at the date hereof.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.

Vendor must comply with all applicable state, federal and local laws, guidelines and regulations etc. This includes but is not limited to rules promulgated by DOT, OSHA, EPA, and DEP. Any dispute concerning this order is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this order shall be in Volusia County, Florida. The prevailing party shall recover against the other party all attorney's fees and cost incurred from any and all disputed/or litigation including appeals, which arise from this order.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

City of Edgewater
Vendor Application

Purchasing Division
City of Edgewater
Attn: Purchasing Manager
104 N Riverside Drive
Edgewater, Florida 32132

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

If remittance payment address is different than application or W9 please fill out below:

Address: _____

TEL. # (including area code):_____ **FAX. #**_____

PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____
(Authorized Company Representative)

COMPANY STATUS:
INCOPRORATED: _____**Y** _____ **N** **State Incorporated:** _____ **Year:** _____

TYPE OF ORGANIZATION: _____ **Indi.**____ **Partnership:** _____ **Corp.**____ **Non-Prof**_____

ATTORNEY TRUST ACCOUNT NAME: _____

Insurance: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

*** NOTE TO VENDORS***

The City of Edgewater, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City Utilizes Demand Star www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of Demand Star may visit their web site at: www.Demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on demand star. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Opportunity Employment (EOB). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Opportunity Employment Statement (EOB) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Edgewater.

Signature of Person Completing Form: _____

Printed/Types Name: _____ **Title:** _____

Commodity/Services _____

_____

Please return this form to the above listed address

EXHIBIT "A" Insurance:

The Contractor shall maintain insurance during the life of this agreement, and the City of Edgewater must be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated A or better by A.M. Best's rating:

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage: Special Conditions:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation 30 days' notice of cancellation to Governmental Entity, Waiver of subrogation in lieu of additional insured will suffice.	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability Limits: Special Conditions:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000. Aggregate 30 day notice to Governmental Entity, Additional Insured, City to be added as Additional Insured	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Limits: Business, Automobile Liability to include all automobiles. Additional Coverage: Special Conditions:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car 30 days' notice of cancellation	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
	To Governmental Entity.	
Property Insurance Limits: Builders Risk. Additional Coverage: Special Conditions:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA 30 days' notice of cancellation to Owner, Additional insured.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability Limits: (Errors & Omissions) Special Conditions:	Coverage- $1,000,000.min. 30 days' notice of cancellation to Owner, Additional insured.	

Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's rating of "A" or better accordingly to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57