

WORK ORDER-GOODS# _____

(over \$25,000) Encumbrance PO Number: _____

City of Palm Coast (Buyer)

Resolution #: _____

Vendor Name: Communication International, Inc.

Date: 02/18/2009

Address: 4450 US Hwy 1

Bid #:

City, State & Zip: Vero Beach, FL 32967

Project: 800 MHz Radios for Streets & Drainage

Council Approval Date: 03/03/2009

Budgeted/Existing: _____

Price Agreement: _____

New: _____

Mail Invoices in duplicate to:

Ship to location:

City of Palm Coast

City of Palm Coast

160 Cypress Point Parkway, Suite B-106

One Well Field Drive

Palm Coast, Florida 32164

Palm Coast, FL 32167

TIME FOR COMPLETION: The obligation of the Vendor to provide goods to the City shall commence upon execution of this Work Order (WO) by the parties and goods shall be delivered by April 30, 2009. Failure to meet the delivery date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

Description of Goods:

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>
19	800 MHz radios, with programming and installation	\$3,316.72

Total Cost: \$ 63,017.65

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____ 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

Vendor

_____, Attesting Officer

Officer with Corporate Signatory Authority

Date: _____

WITNESSES:

PCMD Approval: _____

CITY OF PALM COAST

Department Head approved RAP on _____.

Authorized Signatory

Scope of Services and Contract approved by the City Attorney prior to execution of the Contract.

WORK ORDERS TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated goods as set out in this WO. The Vendor shall sign this WO first and the City second. A copy of this WO will be forwarded to the Vendor upon execution by the City.
- This WO shall take effect on the date of its execution by the City and expires upon final delivery, inspection and payment unless terminated earlier in accordance with the termination provisions herein. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to deliver any goods to the City.
- The Vendor shall provide goods pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.
- Compensation is based on the unit price stated for the goods.
- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.
- By accepting this WO, the Vendor accepts all the terms and conditions included herein.
- The City reserves the right, without liability of any type, to cancel this WO as to any goods not yet shipped or tendered, and to purchase substitute goods and to charge the Vendor for any loss incurred.
- The City may cancel this WO, any outstanding deliveries hereunder, or reschedule shipping in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the delivery date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.
- The City shall have no liability to the Vendor beyond payment of any balance owing for goods purchased hereunder and delivered to and accepted by the City prior to the Vendor's receipt of the notice of termination.
- Terms of shipping are F.O.B. the City's delivery location (if applicable destination coupling) unless otherwise noted within the terms of this WO. Regardless of the indicated F.O.B. point, the City does not accept title until the delivery is actually "received." Extra charges for any purpose will not be allowed unless explicitly indicated on this WO.
- Prices stated on this WO are firm, all inclusive, and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.
- The Vendor warrants that all goods supplied hereunder are new, unused, in new condition and free from defects in title, workmanship and material, defects in design, and are in full compliance with the specifications.
- The goods furnished under this WO are covered by the most favorable commercial warranties given any customer for such goods or services and the rights and remedies provided therein are in addition to and do not limit those available to the City by any other clause of this WO or the underlying contract. If a copy of this warranty all applicable manufacturers' warranties are not furnished with the delivery of the goods, the City may suspend payment. The City shall have the right, at no additional charge, to use all or portions of material found in the Vendor's applicable literature relevant to the purchase. The Vendor agrees to advise the City of any updated information relative to the foregoing literature and documentation with timely written notice.
- The City reserves the right to conduct any inspection or investigation to verify compliance of the goods with the requirements of this purchase and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and require appropriate corrective action.

- The Vendor agrees to comply with all Federal, State of Florida, Flagler County, and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida.
- The Vendor shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision of services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of the Vendor, its agents, servants, officers, officials, employees, or subcontractors.
- The Vendor shall not assign this WO, any rights under this WO, or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
- All goods purchased hereunder must be packaged to ensure its security and delivery in accordance with the City's shipping and packaging specification and good commercial practices. Each package shall be labeled indicating the addressee of each package or shipment and the applicable WO number. All shipments shall comply with HAZMAT requirements including, but not limited to, regulations published in 49CFR 1399, and 29 CFR 4999. After each delivery the Vendor shall provide to the "bill to address" an original, "proper invoice" (single copy) which includes; a) Vendor's name (dba), telephone number, mailing address; b) City's Encumbrance PO Number; c) date of invoice; d) shipping date; e) delivery date; f) payment terms; g) description of goods; h) quantity; i) unit price; j) extended price; k) total. The City has the right to reconcile invoices with the WO and adjust payments accordingly to comply with the WO. Payment will be made only to the Vendor identified on the WO and for received and accepted goods. The City shall have the right at any time to set-off any amounts due to the Vendor against any amounts owed to the City by the Vendor and shall, in any case of Vendor default, retain the right to further adjust payments as consistent with the best interests of the City. The Vendor shall notify the City of any inherent hazard and applicable precautions, protective measures and provide any additional relevant information, including MATERIAL SAFETY DATA SHEET, related to the goods being purchased herein.
- The Vendor shall perform the obligations of this WO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
- A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.
- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements and the vendor's employees shall conduct themselves consistent with City conduct guidelines. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

In the event that the terms and conditions of this Work Order are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this Work Order; then the terms and conditions of the underlying contract shall apply.