

Purchase Order

Fiscal Year 2018

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **180747-00****FLA SALES TAX EXEMPTION NO:
85-8012740150C-3**Delivery must be made within doors of
specified destination.

B
I
L
L
T
O

PD
NMB Police Department
16901 NE 19th Ave
North Miami Beach FL 33162

V
E
N
D
O
R

HORIZON SIGNAL TECHNOLOGIES
5 CORPORATE BLVD
READING PA 19608

S
H
I
P
T
O

NMB Police Department
16901 NE 19th Ave
North Miami Beach FL 33162

Vendor Phone Number		Vendor Fax Number	Requisition Number		Delivery Reference		
			1240		Attn: Officer J. Maya		
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
04/17/2018	524067	04/15/2018				POLICE ADMINISTRATION	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading TRAFFIC CONTROLS AND EQUIPMENT, ELECTRIC SYSTEMS - Trailer Mounted Solar Charged Portable Emergency Traffic Signal Systems, and associated equipment 2 @ \$25,000.00 each = \$50,000.00			2.0	EACH	\$25,000.000	\$50,000.00

By *Dona Rockfeld*
Chief Procurement Officer

Total Ext. Price
PO Total

\$50,000.00
\$50,000.00

City of North Miami Beach

TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT** - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding, unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Seller. This agreement shall be interpreted in accordance with the laws of the State of Florida.
2. **DELIVERIES** - In the event of failure to deliver material of the quality or within the time specified, Buyer may cancel order and buy elsewhere. Failure of Buyer to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.
3. **INSPECTION** - Materials shall be received subject to Buyer's right to inspect and test all materials at destination before acceptance. Seller shall pay transportation costs and the costs of inspecting and testing of materials which are rejected.
4. **ACCEPTANCE** - Payment for the goods covered by this order shall not constitute acceptance thereof, Shipment of any part of this order without written acceptance constitutes Seller's acceptance of order and its conditions,
5. **CONTINGENCIES** - Neither party shall be liable for delays or defaults due to acts of God, governmental authority or public enemy, war, fires, floods, epidemics strikes, labor troubles, freight embargoes, or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party, shall be released from making or taking deliveries hereunder to the extent of such prevention or restriction, At Buyer's option, deliveries so omitted shall be made, on notice thereof to the Seller, upon cessation of such contingency even though such might have been operative at the date of this order.
6. **GOVERNMENT REGULATIONS** - Seller warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of the materials specified herein, have been complied with and shall indemnify and save Buyer harmless from and against any liability or loss resulting from Seller's failure to do so.
7. **TAXES** - Counties and cities are exempt from Federal Taxes on transportation charges and any Federal Excise Tax, If you prepay transportation charges do not pay tax as the county or city will not reimburse you for the taxes paid. Counties and cities are exempt from State Sales Tax.
8. **WARRANTIES** - In addition to all warranties established by statute or common law, or set forth elsewhere in this order, Seller expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by Buyer, and shall be of 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 patent and latent defects. Buyer's failure to give notice to Seller of any breach of warranty shall not discharge Seller's liability therefore without limiting the generality of the foregoing,
9. Seller agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by Buyer.
10. **PATENTS** - Seller shall protect and indemnify Buyer against all claims, judgments and expenses arising from infringement or alleged infringement of any United States patent by any of the goods delivered hereunder. Seller shall defend or settle at its own expense any proceeding brought against Buyer for such infringement provided Seller is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the Buyer for the defense or settlement thereof.
11. **INSTALLATION** - If this order required the services of Seller experts or employees on Buyer's premises, such experts or employees shall not thereby be deemed to be the agents or employees of Buyer. Such parties shall be subject to Buyer's safety rules and regulations. Seller assumes full responsibility for their acts and omissions and agrees to save Buyer harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law.
12. Seller will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Seller's obligations hereunder. If Seller furnished material and services for construction and improvement of realty and/or the installation of personal property for a lump sum amount,
13. Seller agrees to furnish an analysis thereof as Buyer may reasonably require for accounting purposes, Seller shall be solely responsible for materials furnished by Buyer on other than a charge basis in connection with this order.
14. **NON-DISCLOSURE** Without prior written consent of the Buyer in each instance, Seller shall not reveal to a third party the details, characteristics or any information on the materials made to the special order of Buyer or use reproductions thereof in any promotional media or reveal that Buyer is purchasing the materials ordered hereunder.
15. **ASSIGNMENT** - Seller shall not assign this order or any part thereof without consent of the Buyer. Such consent will not relieve Seller from its obligations and liabilities.
16. **CHANGES** - Buyer reserves right to change specifications and delivery dates. Any resultant contract difference shall be equitably adjusted in writing.
17. **INSURANCE** - Seller warrants that it has in effect Workers Compensation, General Liability, and Automobile Liability Insurance.
18. **HOLD HARMLESS** - Seller agrees to indemnify and hold Buyer harmless from any and all claims, suits, actions, damages, or causes of action arising as a result of this purchase, including reasonable attorney's fees for any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the acts or negligence of Seiler, its agents, or employees.