



Blanket Purchase Agreement PA600356

Supplier Details:

Company Juniper Landscaping of Florida, LLC
Contact Carmen Saavedra
Address 5880 Staley Road
Fort Myers, FL 33905

Submit your response to:

Company City of Hollywood, FL - PRCA Administration
Contact Chuck, Karl
Address 1405 S 28 Ave
Hollywood FL 33020
Phone 1-954-921-3404
Fax
E-mail kchuck@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Formal Bid F-4664-21-RL

DRAFT



Blanket Purchase Agreement PA600356

Agreement	PA600356
Creation Date	02-APR-2024
Change Order	5
Change Order Date	02-APR-2024
Revision	3
Agreement Amount	412,000.00 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To **City of Hollywood**
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier **Juniper Landscaping of Florida, LLC**
5880 Staley Road
Fort Myers, FL 33905

Notes Initial Term Approved via R-2021-111

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	101997	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
	05/20/2024	05/19/2025		
Initial Award Term	05/20/2021	05/19/2024		
First Renewal Period	05/20/2024	05/19/2025		
Second Renewal Period	05/20/2025	05/19/2026		
Third Renewal Period				
Fourth Renewal Period				

Attachments

Type	File Name or URL	Title	Description
File	RESO - Juniper Ath Field Maintenance - Final.pdf	RESO - Juniper Ath Field Maint	R-2022-249
File	bid_F-4664-21-RL_-_Athletic_Field_Maintenance_Line_Item_Report.pdf	bid_F-4664-21-RL_-_Athletic_Fi	
File	PA600356 Juniper Landscaping Back-up.pdf	PA600356 Juniper Landscaping B	Approved via R-2021-111

Line	Item	UOM	Price	Expiration Date
1	BOGGS FIELD: Boggs East / Police Athletic League Field Maintenance	Month	3,357.32	
Attachments				
	Type	File Name or URL	Title	Description
2	BOGGS FIELD: Boggs West Field Maintenance	Month	4,904.15	

Line	Item	UOM	Price	Expiration Date												
<table border="1"> <thead> <tr> <th colspan="4">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments				Type	File Name or URL	Title	Description				
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Type	File Name or URL	Title	Description													
3	BOGGS FIELD: Boggs East / Police Athletic League Irrigation Maintenance	Month	195.80													
<table border="1"> <thead> <tr> <th colspan="4">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments				Type	File Name or URL	Title	Description				
Attachments																
Type	File Name or URL	Title	Description													
4	BOGGS FIELD: Boggs West Irrigation Maintenance	Month	286.01													
<table border="1"> <thead> <tr> <th colspan="4">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments				Type	File Name or URL	Title	Description				
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Type	File Name or URL	Title	Description													
5	BOGGS FIELD: Bermuda Turf Installation (includes removal, disposal, site prep and installatio	Square Foot	1.35													
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Attachments																
Type	File Name or URL	Title	Description													
6	BOGGS FIELD: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesal		0.00													
<table border="1"> <thead> <tr> <th colspan="4">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments				Type	File Name or URL	Title	Description				
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Type	File Name or URL	Title	Description													
7	BOGGS FIELD: Chemicals & Fertilizerson SiteOne Landscape Supply Catalog: Wholesal		0.00													
<table border="1"> <thead> <tr> <th colspan="4">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments				Type	File Name or URL	Title	Description				
Attachments																
Type	File Name or URL	Title	Description													
8	BOGGS FIELD: Miscellaneous supplies and materials		0.00													

Line	Item	UOM	Price	Expiration Date
	Attachments			
	Type	File Name or URL	Title	Description
9	DRIFTWOOD: Driftwood Field Maintenance	Month	5,686.55	
	Attachments			
	Type	File Name or URL	Title	Description
10	DRIFTWOOD: Driftwood Irrigation Maintenance	Month	331.64	
	Attachments			
	Type	File Name or URL	Title	Description
11	DRIFTWOOD: Bermuda Turf Installation (includes removal, disposal, site prep and installatio	Square Foot	1.35	
	Attachments			
	Type	File Name or URL	Title	Description
12	DRIFTWOOD: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesa		0.00	
	Attachments			
	Type	File Name or URL	Title	Description
13	DRIFTWOOD: Chemicals & Fertilizers		0.00	
	Attachments			
	Type	File Name or URL	Title	Description
14	DRIFTWOOD: Miscellaneous supplies and materials		0.00	
	Attachments			
	Type	File Name or URL	Title	Description

Line	Item	UOM	Price	Expiration Date
15	HOLLYWOOD WEST: Hollywood West Field Maintenance	Month	4,904.15	
Attachments				
	Type	File Name or URL	Title	Description
16	HOLLYWOOD WEST: Hollywood West Irrigation Maintenance	Month	286.01	
Attachments				
	Type	File Name or URL	Title	Description
17	HOLLYWOOD WEST: Bermuda Turf Installation (includes removal, disposal, site prep and installatio	Square Foot	1.35	
Attachments				
	Type	File Name or URL	Title	Description
18	HOLLYWOOD WEST: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesa		0.00	
Attachments				
	Type	File Name or URL	Title	Description
19	HOLLYWOOD WEST: Chemicals & Fertilizers		0.00	
Attachments				
	Type	File Name or URL	Title	Description
20	HOLLYWOOD WEST: Miscellaneous supplies and materials		0.00	
Attachments				
	Type	File Name or URL	Title	Description
21	ROTARY PARK: Rotary Park Field Maintenance	Month	4,285.07	

Line	Item	UOM	Price	Expiration Date
	Attachments			
	Type	File Name or URL	Title	Description
22	ROTARY PARK: Rotary Park Irrigation Maintenance	Month	249.90	
	Attachments			
	Type	File Name or URL	Title	Description
23	ROTARY PARK: Bermuda Turf Installation (includes removal, disposal, site prep and installatio	Square Foot	1.35	
	Attachments			
	Type	File Name or URL	Title	Description
24	ROTARY PARK: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesa		0.00	
	Attachments			
	Type	File Name or URL	Title	Description
25	ROTARY PARK: Chemicals & Fertilizers		0.00	
	Attachments			
	Type	File Name or URL	Title	Description
26	ROTARY PARK: Miscellaneous supplies and materials		0.00	
	Attachments			
	Type	File Name or URL	Title	Description
27	WASHINGTON PARK: Washington Park Field Maintenance	Month	4,121.95	
	Attachments			

Line	Item	UOM	Price	Expiration Date
	Type File Name or URL Title Description			
28	WASHINGTON PARK: Washington Park Irrigation Maintenance	Month	240.39	
Attachments				
	Type File Name or URL Title Description			
29	WASHINGTON PARK: Bermuda Turf Installation (includes removal, disposal, site prep and installatio	Square Foot	1.35	
Attachments				
	Type File Name or URL Title Description			
30	WASHINGTON PARK: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesa		0.00	
Attachments				
	Type File Name or URL Title Description			
31	WASHINGTON PARK: Chemicals & Fertilizers		0.00	
Attachments				
	Type File Name or URL Title Description			
32	WASHINGTON PARK: Miscellaneous supplies and materials		0.00	
Attachments				
	Type File Name or URL Title Description			
33	SUPPLEMENTAL WORK: St. Augustine "Floritam" Sod	Square Foot	0.95	
Attachments				
	Type File Name or URL Title Description			

Line	Item	UOM	Price	Expiration Date
34	SUPPLEMENTAL WORK: Tifway 419 Sod	Square Foot	1.60	
Attachments				
	Type	File Name or URL	Title	Description
35	SUPPLEMENTAL WORK: Celebration Bermuda Sod	Square Foot	1.60	
Attachments				
	Type	File Name or URL	Title	Description
36	SUPPLEMENTAL WORK: Bahia Sod	Square Foot	0.95	
Attachments				
	Type	File Name or URL	Title	Description
37	SUPPLEMENTAL WORK: Red Mulch - 2 cu. ft bag	Each	4.25	
Attachments				
	Type	File Name or URL	Title	Description
38	SUPPLEMENTAL WORK: Spanish Gold Mulch - 2 cu. ft bag	Each	4.25	
Attachments				
	Type	File Name or URL	Title	Description
39	SUPPLEMENTAL WORK: Soil - 70/30 mix	Cubic Yard	78.00	
Attachments				
	Type	File Name or URL	Title	Description
40	SUPPLEMENTAL WORK: Soil 80/20 mix	Cubic Yard	79.20	

Line	Item	UOM	Price	Expiration Date															
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Type	File Name or URL	Title	Description																
41	SUPPLEMENTAL WORK: Red Mulch - Blown	Cubic Yard	40.00																
<table border="1"> <thead> <tr> <th colspan="5">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> <th></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments					Type	File Name or URL	Title	Description						
Attachments																			
Type	File Name or URL	Title	Description																
42	SUPPLEMENTAL WORK: Spanish Gold Mulch - Blown	Cubic Yard	41.00																
<table border="1"> <thead> <tr> <th colspan="5">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> <th></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments					Type	File Name or URL	Title	Description						
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Type	File Name or URL	Title	Description																
43	SUPPLEMENTAL WORK: Annuals Mix	Cubic Yard	117.50																
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44	SUPPLEMENTAL WORK: Sand - Golf Course Trap Sand	Cubic Yard	137.84																
<table border="1"> <thead> <tr> <th colspan="5">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> <th></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments					Type	File Name or URL	Title	Description						
Attachments																			
Type	File Name or URL	Title	Description																
45	SUPPLEMENTAL WORK: Sand - 70/30 mix	Cubic Yard	78.00																
<table border="1"> <thead> <tr> <th colspan="5">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> <th></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments					Type	File Name or URL	Title	Description						
Attachments																			
Type	File Name or URL	Title	Description																
46	SUPPLEMENTAL WORK: Crimson Stone for Baseball/Softball Warning Tracks (Installed 1/2 inch thick)	Square Foot	235.00																
<table border="1"> <thead> <tr> <th colspan="5">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> <th></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments					Type	File Name or URL	Title	Description						
Attachments																			
Type	File Name or URL	Title	Description																

Line	Item	UOM	Price	Expiration Date
47	SUPPLEMENTAL WORK: Field Clay for Baseball/Softball Infields and Pitcher's Mounds	Ton	113.58	
Attachments				
	Type	File Name or URL	Title	Description
48	SUPPLEMENTAL WORK: Bio-Barrier 12" Root Barrier	Linear Foot	19.85	
Attachments				
	Type	File Name or URL	Title	Description
49	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Laborer/Groundskeeper	Hour	35.00	
Attachments				
	Type	File Name or URL	Title	Description
50	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Irrigation Technician - Certified -	Hour	55.00	
Attachments				
	Type	File Name or URL	Title	Description
51	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Large Equipment Operator	Hour	85.00	
Attachments				
	Type	File Name or URL	Title	Description
52	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Supervisor/Foreman	Hour	55.00	
Attachments				
	Type	File Name or URL	Title	Description
53	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:	Hour	65.00	

Line	Item	UOM	Price	Expiration Date
	Graduate Horticulturist			
Attachments				
	Type	File Name or URL	Title	Description
54	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Bobcat w/operator	Hour	85.00	
Attachments				
	Type	File Name or URL	Title	Description
55	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Front end loader w/operator	Hour	95.00	
Attachments				
	Type	File Name or URL	Title	Description
56	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: 18-yard dump truck w/driver	Hour	120.00	
Attachments				
	Type	File Name or URL	Title	Description
57	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: 75-ton crane w/operator	Hour	350.00	
Attachments				
	Type	File Name or URL	Title	Description
58	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Work boat w/operator	Hour	350.00	
Attachments				
	Type	File Name or URL	Title	Description
59	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Climber/trimmer	Hour	65.00	

Line	Item	UOM	Price	Expiration Date												
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Type	File Name or URL	Title	Description													
60	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Chipper truck w/operator	Hour	130.00													
<table border="1"> <thead> <tr> <th colspan="4">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments				Type	File Name or URL	Title	Description				
Attachments																
Type	File Name or URL	Title	Description													
61	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Bucket truck w/operator	Hour	130.00													
<table border="1"> <thead> <tr> <th colspan="4">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments				Type	File Name or URL	Title	Description				
Attachments																
Type	File Name or URL	Title	Description													
62	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Water Truck w/operator	Hour	45.00													
<table border="1"> <thead> <tr> <th colspan="4">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments				Type	File Name or URL	Title	Description				
Attachments																
Type	File Name or URL	Title	Description													
63	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Spray Technician	Hour	75.00													
<table border="1"> <thead> <tr> <th colspan="4">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments				Type	File Name or URL	Title	Description				
Attachments																
Type	File Name or URL	Title	Description													
64	LABOR and EQUIPMENT - SUPPLEMENTAL WORK: Laser Grading of Sports Field	Hour	180.00													
<table border="1"> <thead> <tr> <th colspan="4">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Attachments				Type	File Name or URL	Title	Description				
Attachments																
Type	File Name or URL	Title	Description													
65	Per pricing and services per Bid# F-4664-21-RL		0.00													

Line	Item	UOM	Price	Expiration Date
Attachments				
	Type	File Name or URL	Title	Description

DRAFT

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprourement.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Otis Thomas
Interim Director, Procurement and Contract Compliance

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