

# Purchase Order

Fiscal Year 2021

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THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **2100353-00**

Delivery must be made within doors of specified destination.



BILL TO

Facilities Maintenance Div  
City of Naples  
280 Riverside Circle  
Naples FL 34102

VENDOR

NEXT LEVEL PAINTING LLC  
4205 7TH ST W  
LEHIGH ACRES FL 33971  
UNITED STATES

SHIP TO

Arthur Allen Tennis Center  
City of Naples  
755 8th Avenue North  
Naples FL 34102

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
239-246-1744				16140		Tennis Center Paint	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
12/07/2020	16682	09/30/2021				CommSvcs - Tennis Program	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	EXTERIOR PAINTING - ARTHUR L A  The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading  FWQ 21-011 TENNIS CENTER PAINTING INTERNAL MUNIS CONTRACT NO. 796  <i>CbPO-Contract by Purchase Order is based off attached FWQ 20-011 Awarded to Next Level Painting LLC and its stated Pricing, Terms and Conditions.</i>			19550.0	EACH	\$1.000	\$19,550.00

By   
City Manager

VENDOR COPY

PO Total

**\$19,550.00**

## **PURCHASE ORDER TERMS AND CONDITIONS**

1. Description of Goods; Sale and Delivery. Seller shall sell, transfer, and deliver to Buyer the goods described on this Purchase Order.
2. Acceptance of Goods. Acceptance of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.
3. Rate and Time of Payment. Unless otherwise specified, Buyer shall make payment to Seller for the goods as provided for in Florida Statute Section 218.70 known as the Florida Prompt Payment Act after the goods are received and accepted by Buyer.
4. Receipt of Goods. The goods shall be deemed received by Buyer when delivered and inspected, and accepted at the delivery address as stated on the front of this Purchase Order.
5. Risk of Loss. The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods.
6. Warranty Against Encumbrances. Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.
7. Warranty of Title. Seller warrants that the Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.
9. Product Warranty. Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty.
10. Right of Inspection. Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the basis of such claim.
11. Procedure as to Rejected Goods. On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.
12. Governing Law. The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Purchase Order and its interpretation, and that all the definitions contained therein will be applicable to this Purchase Order except where this Purchase Order may expressly provide otherwise.
13. Bid Documents. If this Purchase Order is the result of an Invitation to Bid, or Request for Proposals the terms and conditions of the Bid or Proposal Documents shall apply.
14. Notices and Address of Record. All notices required or made pursuant to this Purchase Order to be given by Seller to Buyer shall be in writing and shall be delivered to the following:

City of Naples, Purchasing Division  
Attention: Purchasing Manager  
735 8th St S  
Naples, Florida 34102-6703

Revised 6/14/2010