

City of Tarpon Springs Purchase Order Terms and Conditions

The vendor, in accepting this Order, agrees to and shall be bound by all of the following terms and conditions:

1. The content and conditions of this Purchase Order may not be modified by any verbal understanding. Any changes must be in writing and approved by Procurement Services, City of Tarpon Springs, Florida.
2. All invoices, packing lists and packages must bear this Purchase Order number and the requesting department as printed on the face of the Purchase Order. All invoices must have a unique invoice number, date, and pricing that are consistent with the Purchase Order. Improper invoices will be returned to the vendor.
3. Original invoices must be mailed to "bill to" address on the face of the Purchase Order.
4. Payment for commodities and/or services will be made upon receipt of a proper invoice as defined by Florida Prompt Payment Act.
5. Materials rejected by the City of Tarpon Springs (the City) will be returned to the vendor at the vendor's risk and expense. The City shall not be liable or otherwise responsible for any re-stocking charges unless prior approval has been issued by the City pursuant to item one above.
6. Cash discounts will be deducted as provided for on the face of this Purchase Order or in accordance with the terms of the vendor's quotation or bid.
7. Acceptance by the vendor of this Order includes acceptance of all items, conditions, prices, delivery instructions and specifications as shown on the Order or attached to or referred to, and which are made a part hereof by reference, as fully and to the same extent as if copied at length herein. In the event of a conflict or discrepancy between this Purchase Order and any referenced contract document, if one exists, the contract document shall govern.
8. All shipments by the vendor must be F.O.B Destination, unless otherwise authorized in writing by the City. Any F.O.B. Shipping Point shipments are to be prepaid with the freight charges added to the invoice and with a copy of the freight bill attached. The City will not accept collect shipments.
9. In accordance with law, the City reserves the right to cancel all or part of this Purchase Order should delivery by the vendor not be made within the time specified.
10. Vendors are expected to satisfy all Purchase Orders in one shipment unless otherwise authorized by the City in writing. Excessive and unauthorized partial shipments may result in vendor suspension.
11. Vendors are not authorized to deliver any commodities or services which exceed the written authority of this Purchase Order, unless the order is modified pursuant to the terms expressed in above item one. Vendors violating this condition may be subject to suspension according to the City's Procurement Policies and such vendors may forfeit their right to compensation for such commodities and services.
12. Indemnification: The Contractor agrees to protect, defend, indemnify, and hold the City and its officers, officials, employees and agents harmless from and against all liabilities, losses, claims, demands, injuries, damages, expenses, and suit or actions at law in equity or arising administratively, including costs and attorney's fees, which the City or its officers, officials, employees and agents may suffer, sustain, incur or be subject because of or arising out of or caused in whole or in part as the result of any negligent, wrongful, intentional, or deliberate act or omission, any fraud or defalcation, or any failure to fully perform the terms, conditions, and obligations of the contract by the Contractor and its agents, officers, employees, and subcontractors, except when such liabilities, losses, claims, demands, injuries, damages, expenses, actions, costs and attorney's fees arise solely as the result of the sole negligence or fault of the City. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the City.
13. Patents & Royalties: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by

letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

14. Any dispute or contractual right regarding this Purchase Order shall be governed by Florida Law. In the event of a lawsuit by the vendor the venue of such lawsuit shall be in Pinellas County, Florida and the vendor waives whatever rights it has in the selection of venue.

15. The vendor shall have in its possession any applicable permits, licenses, etc. that may be required by Federal, State, County, or local law to furnish products or services under the scope of this Purchase Order. The vendor shall be in compliance with all zoning and other ordinances in the performance of the awarded Contract.

16. The City of Tarpon Springs hereby notifies all vendors that Minority Business Enterprises (MBE), Disadvantaged Minority Business Enterprises (DMBE), and Disadvantaged Women Business Enterprises (DWBE) will be afforded a full opportunity to participate in any award made by the City of Tarpon Springs and will not be subjected to discrimination on the basis of race, color, sex or national origin.

17. The vendor will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the vendor for a minimum of five (5) years from the date of termination of this Contract. The City and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this contract and during the period of five (5) years thereafter. This five (5) year time period will be extended until audit findings are issued if an audit is initiated during the five (5) year period. Such activity shall be conducted only during normal business hours. The City, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the vendor as concerns the aforesaid records and documentation.

18. The City of Tarpon Springs is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise tax is 85-8012621696C-2 and State Sales tax exemption number is 59-6000437.

19. Questions concerning delivery of this order should be directed to the department contact shown on the order. Other questions should be submitted to Procurement Services, P.O. Box 5004, Tarpon Springs, FL 34688-5004.