

## 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. This Purchase Order may only be modified or amended upon mutual written agreement of the City and Vendor. No oral agreements or representations shall be valid or binding upon the City or Vendor. No alteration or modification of these Purchase Order Terms and Conditions by Vendor, including substitution of product, shall be valid or binding against the City. Neither party may unilaterally modify the terms of this Purchase Order by affixing additional terms to product upon delivery (e.g. attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic, etc.) or by incorporating such terms onto the order, fiscal forms or other documents forwarded by Vendor for payment. The City's acceptance of goods, services, or processing of documentation on forms furnished by Vendor shall not constitute acceptance of the proposed modification to terms and conditions. No modification or waiver of terms of this Purchase Order shall be binding unless in writing, signed by the City Manager or his/her delegee, or approved by the City Commission if this Purchase Order exceeds the City Manager's purchasing authority, and confirmed by execution thereof by an authorized representative of Vendor. 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. Warranties: In addition to all warranties implied by fact or law, established by statute or common law, or set forth elsewhere in this Purchase Order, Vendor expressly warrants that all material and services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by the City, and shall be of best quality and fit and sufficient for the purpose for which purchased, and merchantable, of good material and workmanship and free from all patent and latent defects. The City's failure to give notice to Vendor of any breach of warranty shall not discharge Vendor's liability thereof. Without limiting the foregoing, Vendor agrees to be responsible for all defects in design, workmanship, and materials which may become apparent within twelve months of receipt by the City. All warranties, together with all other service warranties of Vendor, shall run to the City. All warranties shall survive inspection, test, acceptance of and payment by the City. In the event of breach of warranty, the City may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the City. In the event that Vendor is unable to correct or replace the same, the City, at its elect, may correct or replace the same and Vendor shall reimburse the City for the full cost of making such correction or replacement. All UCC implied and expressed warranties are incorporated into the Purchase Order and Vendor shall transfer all warranties to the City.
17. Insurance: Vendor shall maintain insurance acceptable to the City in full force and effect throughout the term of this Purchase Order. The City further reserves the right to require Vendor name the City as an additional insured under any insurance policy and to require that the City be provided a certificate of insurance evidencing the required insurance, all in the City's sole discretion.

18. If any section, subsection, sentence, clause, phrase or portion of these Terms and Conditions are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect the validity of the remaining portion of this Purchase Order.
19. In the event sufficient budgeted funds are not available for payment to Vendor for a new fiscal period, the City will notify Vendor of such occurrence and this Purchase Order shall terminate on the last day of the current fiscal period without penalty or expense to the City.
20. Vendor represents that all goods and services sold or furnished to the City hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder (herein collectively called "OSHA Requirements"), and Vendor agrees to indemnify and hold harmless the City against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by the City as a result of any violation of or noncompliance with any OSHA Requirements caused or contributed to by the failure of such goods or services to so comply. Vendor further certifies that, if the material, equipment, etc. delivered is subsequently found to be deficient in any OSHA Requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by Vendor. In accordance with OSHA Hazardous Communications, it is Vendor's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at the time of delivery.
21. Vendor shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Purchase Order. Vendor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Vendor. Vendor may not enter into a contract with a subcontractor to perform work under this Purchase Order unless and until the subcontractor registers with and uses the E-Verify system. If Vendor enters into a contract with a subcontractor to perform work under this Purchase Order, Vendor must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor must maintain copies of all such affidavits for the duration of this Agreement. City may terminate this Agreement for cause if City determines that Contractor or Contractor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. City will terminate this Purchase Order for cause if City has a good faith belief that Vendor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but City determines that Vendor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, City will notify Vendor as such, and Vendor must immediately terminate Vendor's contract with said subcontractor. If this Purchase Order is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Purchase Order by the City and may not be considered as such; (b) Vendor may not be awarded a public contract for at least 1 year after the date on which the Purchase Order is terminated; and (c) Vendor is liable for any additional costs incurred by the City as a result of the termination of the Purchase Order. Vendor agrees that Vendor does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.
22. During the performance of this Purchase Order, Vendor agrees as follows: (i) Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. (ii) Vendor will furnish all information and reports required by the City and will provide on request evidence to substantiate compliance with non-discrimination clauses of this Purchase Order. (iii) In the event of Vendor's noncompliance with the clauses of this Purchase Order or with any of such rules, regulations, or orders, this Purchase Order may be canceled, terminated, or suspended in whole or in part, and the Vendor may be declared ineligible for any future City Purchase Order.

23. By accepting this Purchase Order, Vendor is confirming that neither Vendor nor its subcontractors have been placed on the convicted vendors list or the discriminatory vendor list as described in sections 287.133 and 287.134, Florida Statutes, as may be amended. Additionally, by engaging in business with the City, Vendor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time Vendor submitted its quote and/or proposal for this Purchase Order, as of the effective date of this Purchase Order, and as of the effective date of any renewal of this Purchase Order. Notwithstanding anything contained in this Purchase Order to the contrary, the City may terminate this Purchase Order immediately if: (1) Vendor is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, section 287.135, Florida Statutes, as may be amended.
24. 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.
25. Pursuant to Section 119.0701 of the Florida Statutes, for any tasks performed by Vendor as an agent of the City, Vendor must: (a) keep and maintain all public records, as that term is defined in Chapter 119 of the Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Purchase Order; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, to the City, at no cost, all public records in possession of the Vendor within thirty (30) days after termination of this Purchase Order, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Purchase Order. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. Should Vendor receive a public records request, vendor agrees to immediately (within 24 hours) notify the city of such request. If Vendor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance. Vendor agrees it is acting as an agent for the City for public records compliance purposes, but for no other purpose unless otherwise provided in Vendor's purchase order terms and conditions.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO**

PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK  
410 NORTH RING AVENUE  
TARPON SPRINGS, FL 34689  
727-942-5614  
CITYCLERK@CTSFL.US**

26. If the value of goods and services under this Purchase Order is \$100,000 or more, then, pursuant to section 286.011, Florida Statutes, as may be amended, Vendor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined herein, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such Foreign Country of Concern. Vendor's disclosures shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Vendor represents that within one (1) year before proposing any agreement, including but not limited to this Purchase Order, to the City, Vendor provided a copy of such disclosure to the Florida Department of Financial Services. Additionally, pursuant to section 287.138, Florida Statutes, and rule 60A-1.020, Florida Administrative Code, as may be amended, if the work performed hereunder grants Vendor access to any individual's personal identifying information, prior to commencing any work hereunder, Vendor must provide the City with an affidavit signed by an authorized representative of Vendor under penalty of perjury using Florida Department of Management Services Form PUR 1355, Foreign Country of Concern Attestation.
27. 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.
28. 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.