

Purchase Order Terms & Conditions

1. **ACCEPTANCE.** The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the County.
2. **TITLE.** The risk of loss of goods covered by the Purchase Order shall remain the Seller until the goods have been delivered to a designated site and actually received by the County. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the seller.
3. **DOCUMENTS.** All plans, specifications, drawings and data which have been made available to Seller in connection with the Purchase Order, or which relate to work or materials to be furnished hereunder, are hereby incorporated and made a part hereof.
4. **CHANGES.** The County may unilaterally and at any time or from time to time order additions, deletions or revisions in the services/goods. These changes will be authorized by a change Order. Additional services performed by the Seller without authorization of a written Change Order will not entitle the Seller to an increase in the Purchase Order price or an extension of the Purchase Order time.
5. **INSPECTION.** The goods and services purchased hereunder are subject to the inspection and approval of the County. The County reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.
6. **DEFAULT.** If the goods and services fail to pass inspection or approval, or if the Seller fails to perform the services at the time specified herein, or fails to perform any other provisions of the Purchase Order, and does not correct such failure within a period of ten (10) days after receipt of written notice for the County, then the County may cancel in whole or any part of the goods and services ordered without liability to the County. In the event of such a default, the County may purchase such goods and services elsewhere and deduct the cost from any money due or becoming due to Seller. This shall not limit the County's right to such other remedies as may be available by law.
7. **WARRANTY.** Seller warrants that the goods and services covered by the Purchase Order will comply with the plans, specifications, drawings and descriptions furnished or specified by the County; that the goods and services

will be of good material and workmanship and free from defects. This warranty shall survive acceptance of any goods or services.

8. **INSURANCE.** The Seller shall maintain the insurance required by the County, which includes: workers' compensation, property liability and automobile liability. If Seller fails to do so, the County may procure such insurance and charge the cost thereof to the Seller.
9. **INDEMNIFICATION.** Seller, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Seller to comply with applicable laws, rules or regulations, (ii) the breach by Seller of its obligations under any Agreement with the County entered into pursuant to a solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Seller's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Seller, its professional associates, subcontractors, agents, and employees; provided, however, that Seller shall not be obligated to defend or indemnify the County with respect any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.
10. **STATEMENT OF ASSURANCE.** During the performance of the work specified in the Purchase Order, the Seller assures the County that said Seller is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1992, in that the Seller does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any manner against said Seller's employees or applicants for employment. The Seller understands and agrees that the Purchase Order is conditioned upon the veracity of the Statement of Assurance. Furthermore, the Seller assures the County that said Seller will comply with Title IV of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State Laws, Executive Orders and regulations prohibiting discrimination, as hereinabove referenced, are included by this reference thereto.

This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

11. APPLICABLE LAW. The Purchase Order shall be governed by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the Middle District of Florida, Hillsborough County, Florida.

12. INVOICING & PAYMENT. Seller shall submit a properly certified invoice to the County at the prices stated on the Purchase Order. An original invoice shall be submitted to the appropriate User Division. The Seller shall include the Purchase Order number and if applicable, the bid number on all invoices. The Seller's Project Manager or any authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Seller's performance of the Service or the County's acceptance of any work.

13. **Scrutinized Companies and Business Operations Certification; Termination.**

A. Certification(s).

(i) By its acceptance of this Purchase Order, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Purchase Order.

(ii) Additionally, if the value of the goods or services acquired under this Purchase Order are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

- (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Purchase Order.
- (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Purchase Order upon the occurrence of any of the following events:

- (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Purchase Order are greater than or equal to One Million Dollars (\$1,000,000)