CITY OF TAMPA FLORIDA STANDARD PURCHASE ORDER TERMS AND CONDITIONS

The Contractor or Vendor (hereinafter Vendor), in accepting this Purchase Order, agrees to and shall be bound by all of the following terms and conditions, unless otherwise agreed to, in writing, by the City of Tampa (hereinafter City):

1. The content and conditions of this purchase order may not be verbally modified. Any changes must be in writing and approved by the Director of Purchasing. If these conditions are not acceptable, please notify the contact listed on the order before shipping the items or delivering services. If prices are higher than specified, do not ship without prior written approval from the Director of Purchasing.

2. All invoices, packing lists and packages must bear this Purchase Order number as printed on the face of the Purchase Order. All invoices must have Vendor's name and address, a unique invoice number, date, description of goods/services purchased, and pricing by line item and unit price, extended price and total amount due that are consistent with the Purchase Order, correct Purchase Order number, and Vendor's remit to address. Improper invoices will be returned to the Vendor. Prices shall include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the goods/services.

3. Payments will be made upon City's receipt of a proper invoice in accordance with Florida's Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Disputed payments shall be resolved in accordance with City of Tampa Executive Order 2003-01.

4. Materials rejected by 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 written approval has been provided by the Director of Purchasing.

5. 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.

6. 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. The Vendor may not 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) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Vendor for payment. The City's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to the terms and conditions of this Purchase Order.

7. All shipments by the Vendor must be F.O.B Destination, unless otherwise authorized in writing by the Director of Purchasing. Any F.O.B. Shipping Point freight charges shall be prepaid and added to the invoice and with a copy of the freight bill attached. The City will not accept collect shipments. All stated delivery times are of the essence.

8. The City reserves the right to cancel all or part of this Purchase Order prior to acceptance of the goods or services.

9. Vendors are expected to satisfy all purchase orders in one shipment unless otherwise stipulated in the subject solicitation, award, or authorized by the Director of Purchasing in writing.

10. Vendors are not authorized to deliver any goods or services which are not covered by this Purchase Order. The City accepts no responsibility and is not obligated to render payment for purchases that are not covered by a duly issued purchase order or specifically authorized by the Director of Purchasing.

11. A. Indemnification (Intellectual Property). Whenever the Vendor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Vendor shall indemnify, defend and save harmless the City, its officers, elected and appointed officials, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed hereunder, and shall indemnify the said City, its officers, agents, and employees for any costs (including court costs and attorneys' fees), expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work. The duty to defend is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Vendor, the City and any indemnified party. The provisions herein shall survive acceptance of any goods and/or services and payment therefore by the City; and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

11. B. Indemnification (General). The Vendor shall indemnify, defend and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, claims, suits, damages, charges, or expenses (including attorney's fees, whether at trial or appeal) which they may suffer, sustain, incur, or in any way be subjected to by reason or as a result of any act, negligence, or omission on the part of the Vendor, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the contract awarded under this Purchase Order, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. The duty to defend is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Vendor, the City and any indemnified party. The provisions herein shall survive acceptance of any goods and/or services and payment therefore by the City, and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

11. C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Section 725.06(2) -(3), Florida Statutes or Section 725.08, Florida Statutes then with respect to the part so limited, Vendor agrees to the following: to the maximum extent permitted by Florida Law, Vendor will indemnify and hold armless the City of Tampa, its officers, elected and officials, and employees from any and all liabilities, damages losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extend caused by the negligence, recklessness, or wrongful conduct of the Vendor and persons employed or utilized by the Vendor in the performance of the contract awarded under this Purchase Order.

11. D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Section 725.06(1), Florida Statutes, or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of the contract awarded under this Purchase Order, (ii) coverage amount of the Commercial General Liability Insurance required by the contract awarded under this Purchase order or (iii) $1,000,000.00. Otherwise, the obligations of this Section 11.B. will not be limited by the amount of any insurance required to be obtained or maintained under this Purchase Order.

11. E. If any portion of this contract or agreement is for, or in conjunction with, any construction, alteration, repair or demolition of a building, structure, appurtenance, or appliance, including moving and excavation connected with it, the Vendor shall accept the sum of One Dollar ($1.00) as consideration for the indemnification and hold harmless provisions of sub-paragraphs 11. A. and 11.B above.

12. The Vendor shall warrant that the goods, materials, machinery and apparatus supplied under this Purchase Order are well made, of good materials, and conform to any model or sample provided by the Vendor to the City. The Vendor shall provide to the City a one (1) year written warranty: (a) against poor workmanship, for all services rendered by the Vendor, (b) for all products, materials or equipment provided by the Vendor in the course of providing service to the City, and (c) for all commodities sold to the City. The warranty period shall begin on the date of final completion and/or acceptance by the City. The Vendor shall replace or repair, free of charge, FOB City, any parts of machinery and/or apparatus supplied herein under which proved defective in workmanship or material.

13. The Vendor shall supply a Safety Data Sheet (SDS) with each initial delivery of any materials defined by the State of Florida of the Federal Government
as being toxic or harmful.

14. Until acceptance, risk of loss or damage shall remain with the Vendor. The Vendor shall be responsible for filing, processing, and collecting all damage claims. When the City rejects a product, the Vendor shall remove it from the premises within ten (10) days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Vendor. Rejected product not removed by the vendor within ten (10) days shall be deemed abandoned by the Vendor, and the City shall have the right to dispose of it as its own property. The Vendor shall reimburse the City for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

15. The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Purchase Order, including, without limitation, its interpretation, construction, performance, and enforcement. The Vendor submits to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

16. 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 and shall be subject to all ordinances, rules and regulations of the City and shall be in compliance with all Federal, State or Local law, regulations and rules in its performance of services or delivery of products under this Purchase Order.

17. The Vendor shall comply with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, which prohibits discrimination based on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner.

18. The Vendor shall also comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

19. No right, obligation or interest in this Purchase Order shall be assigned or delegated by the Vendor without the prior written consent of the City. Any such unauthorized assignment or delegation by Vendor shall be void and may render this Purchase Order void, at the sole option of the City, without prejudice to City's other rights and remedies.

20. The Vendor shall 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 six (6) 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 six (6) years thereafter. This six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) 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.

21. This Purchase Order is subject to funding availability. In the event sufficient budget funds to fund this Purchase Order become reduced or unavailable, the City shall notify the Vendor of such occurrence, and the City may terminate this Purchase Order, without penalty or expense to the City, upon no less than twenty-four (24) hours written notice to the Vendor. The City shall be the final authority as to the availability of funds and how available funds will be allotted. If this Purchase Order is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the City shall notify the Vendor of such occurrence and the City may terminate this Purchase Order, without penalty or expense to the City, upon no less than twenty-four (24) hours written notice to the Vendor.

22. The City of Tampa is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. A copy of the City's Tax Exempt Certificate can be provided upon request

23. In accordance with Section 448.095, Florida Statutes, the Vendor agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the contract under this Purchase Order. The Vendor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract. If the City has a good faith belief that the Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the contract with the Vendor, and the Vendor may not be awarded a contract with the City for at least 1 year after the date on which the contract was terminated. The Vendor is liable for any additional costs incurred by the City as a result of the termination of the contract. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Vendor has otherwise complied with the law, the City shall promptly notify the Vendor and order the Vendor to immediately terminate the contract with the subcontractor.

24. Section 287.135, Florida Statutes, prohibits an agency or local governmental entity from contracting for goods or services of one hundred thousand dollars or more with a company or other entity that is on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel, and of $1 million or more with a company or other entity that is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or is engaged in business operations in Cuba or Syria. Vendor certifies that the company or other entity is not in violation of Section 287.135, Florida Statutes, and agrees that the resulting contract shall be deemed to contain a provision that allows the City, at its option, to terminate such contract for cause if the company or other entity is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an award/contract to provide any goods or services to a public entity, may not submit a bid on an award/ contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]. The Vendor certifies that the Vendor is in compliance with Section 287.133, Florida Statutes.

26. If applicable, Vendor shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by Vendor in connection with this Purchase Order.

27. If applicable, this Purchase Order is subject to the City of Tampa's Insurance Requirements that can be found at https://www.tampa. gov/purchasing/info and should be reviewed for complete insurance details and coverage requirements. Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than a A.M. Best rating of no less than A-, Class VII, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing. Any other contract document referenced in this Purchase Order providing for additional required insurance coverages shall govern.

28. Vendor shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's website.
(City of Tampa Code, Chapter 2, Article VIII. - Section 2-522). Vendor acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract entered into with the City, or from having any direct or indirect financial interest in effecting any such contract. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d)). Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link http:// www.tampagov.net/human-resources/info/lobbyist-information.