

**CITY OF LARGO, FLORIDA**  
**PURCHASE ORDER TERMS AND CONDITIONS**

**PURCHASE ORDER NUMBER** – Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. The City of Largo will not be responsible for goods delivered without a Purchase Order Number.

**INVOICING** – Invoice(s) must be submitted in duplicate to the billing address on the face of the Purchase Order. The invoice must state the Purchase Order Number, unit price(s), extension(s), Total and SHIP TO ADDRESS.

**PRICES** – Prices are F.O.B. destination unless otherwise specified and agreed to by the City of Largo.

**PAYMENTS** – Payment of all proper invoices shall be made pursuant to the Florida Prompt Payment Act (§§ 218.70 *et. seq.*, Florida Statutes).

**DISCOUNTS** – Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for the City of Largo to withhold payment without losing discount privileges. Discount privileges will apply from the date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

**ACCEPTANCE/ENTIRE AGREEMENT** – Acceptance of this Purchase Order will be unqualified, unconditional and subject to and expressly limited by the Terms and Conditions hereon. The City of Largo and Vendor shall not be bound by additional provisions at variance herewith that may appear in the Vendor's quotation, acknowledgment in force, or any other communication from Vendor to the City of Largo unless such provision is expressly agreed to and confirmed in writing signed by vendor and by the City of Largo.

**ASSIGNMENT** – Any assignment of the work to be completed, in whole or in part, or any other interest hereunder, without the City of Largo's written consent, except an assignment confined solely to monies due or to become due, shall be void. It is expressly agreed that any assignment of monies shall be void to the extent that it attempts to impose upon the City of Largo an obligation to the assignee additional to the payment of monies, or to preclude the City of Largo from dealing solely and directly with Vendor in all matters pertaining hereto, including the negotiation of amendments or settlements of amounts due.

**WARRANTY** – Vendor warrants that the goods are merchandisable and as described in the Purchase Order are fit for the purposes described therein.

**VARIATION IN QUANTITY** – The City of Largo assumes no liability for material produced, processed or shipped in excess of the exact quantity specified in the Purchase Order.

**INSPECTION** – Goods rejected due to inferior quality or workmanship will be returned to Vendor with charge for transportation both ways, plus labor, loading, packing, etc., and are not to be replaced except upon receipt of written instructions from the City of Largo.

**COMPLIANCE WITH APPLICABLE LAWS** – Vendor certifies that all of the products and services to be furnished hereunder will be manufactured or supplied by Vendor in accordance with all applicable provisions of state, local and federal laws, as of this date.

**SEVERABILITY** - 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 shall be deemed separate, distinct, and independent and such holding shall not affect the validity of the remaining portion hereof.

**INFRINGEMENT OF PATENTS, TRADEMARKS OR COPYRIGHTS** - Vendor, in accepting this Purchase Order, represents and warrants that the products and services provided do not infringe on patent, trademark, copyright or any other intellectual property of any third party, and agrees to assume liability for and indemnify, hold harmless and defend the City of Largo, its mayor, commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of Vendor's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with Vendor's licensing of any software, hardware, uploads or downloads delivered to the City of Largo pursuant to this Purchase Order and such obligation shall survive acceptance of the goods and payment thereof by the City of Largo.

**CAPTIONS** – Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be a part of the agreement created.

**REMEDIES** – Vendor and City of Largo shall have all remedies afforded by Florida Law and the Uniform Commercial Code.

**MATERIAL SAFETY DATA** – In accordance with OSHA Hazardous Communications Standards, it is the 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.

**INDEMNIFICATION** - The parties recognize that Vendor is an independent contractor. Vendor agrees to assume liability for and indemnify, hold harmless, and defend the City of Largo, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Vendor, its officers, employees, agents, and representatives. Vendor's liability hereunder shall include all attorney's fees and costs incurred by the City of Largo in the enforcement of this indemnification provision. This includes claims made by the employees of Vendor against the City of Largo and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination, cancellation or expiration of this Purchase Order and shall not be limited by the amount of any insurance required to be obtained or maintained under this Purchase Order. Nothing contained herein shall be construed as a waiver of any limitation of liability the City of Largo may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

**INSURANCE** – Vendor shall maintain insurance acceptable to the City of Largo in full force and effect throughout the term of this Purchase Order. The City of Largo further reserves the right to require Vendor name the City of Largo as an additional insured under any insurance policy and to require that the City of Largo be provided a certificate of insurance evidencing the required insurance, all in the City of Largo's sole discretion.

**INQUIRIES** – Any inquiries relative to this Purchase Order should be directed to the Office of Management and Budget. Collect telephone calls will not be accepted.

**TAX EXEMPTION** – The Florida State Sales Tax Exemption Number for the City of Largo is noted on the front of this Purchase Order. Federal Excise Tax Exemption Number is available by contacting the Office of Management and Budget.

**PERMITS** – Vendor is responsible for obtaining any permits necessary to complete the work covered by this Purchase Order, at its own expense, prior to starting any work under this Purchase Order.

**FISCAL NON-FUNDING** – In the event sufficient budgeted funds are not available for payment to Vendor for a new fiscal period, the City of Largo shall 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 of Largo.

**VENUE AND APPLICABLE LAW** – This Purchase Order and its associated Terms and Conditions shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action or other proceeding arising out of, or relating to, this Purchase Order shall be exclusively in the Sixth Judicial Circuit in and for Pinellas County, Florida for state actions and in the United States District Court for the Middle District of Florida, Tampa Division for federal actions.

**MODIFICATION OF CONTRACT** – This Purchase Order contains all terms and conditions applicable to the parties, which terms and conditions shall govern all transactions between the City and the Vendor. This Purchase Order may only be modified or amended upon mutual written agreement of the City and the Vendor. No oral agreements or representations shall be valid or binding upon the City or the Vendor. No alteration or modification of the Purchase Order terms, 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. A party's acceptance of payment or processing of documentation on forms furnished by the other party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.