



**CITY OF
TALLAHASSEE**

City of Tallahassee
300 S. Adams Street
Tallahassee FL 32301
USA

PURCHASE ORDER TERMS AND CONDITIONS

The terms and conditions of this Purchase Order ("PO"), whether generic or specific, shall take precedence over any inconsistent or conflicting provisions in any documents or terms accompanying a product or service or payment of such, whether written or electronic, unless mutually agreed to in writing on the face of the PO. If the PO is issued under an executed written BUYER contract, that was competitively solicited, with BUYER logo, then the contract terms and conditions shall govern. The PO begins on the date of issuance, unless otherwise stated in an executed written contract between BUYER and SELLER. Services or commodities to be provided by SELLER must be completed within one year from the date of PO issuance or the date specified in the PO, whichever is greater.

The term "BUYER" is interchangeable with the term City of Tallahassee ("COT"); both may be interchanged for the terms Blueprint Intergovernmental Agency, Community Redevelopment Agency, Capital Region Transportation Planning Agency, Consolidated Dispatch Agency, Office of Economic Vitality ("OEV"), or Downtown Improvement Authority, as applicable. The term "SELLER" is interchangeable with the term "Contractor."

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| <ol style="list-style-type: none"> 1. Assignment: SELLER may not assign or transfer any portion of its rights, duties, or obligations under the PO without prior consent from COT Procurement Services. 2. Availability of Funds: BUYER'S goods, services, and projects performed under this PO are contingent upon an annual appropriation for the applicable purpose by the appropriate funding authority or other specified funding source for this procurement. 3. Buyer's Inspection and Acceptance: BUYER'S acceptance occurs when all items have been received, and all work has been completed and accepted by BUYER and BUYER has authorized payment to SELLER ("BUYER'S Acceptance"). Inspection of goods, services, and work will occur at destination, unless otherwise specified on PO or BUYER contract. SELLER shall bear risk of loss until delivery and BUYER'S Acceptance of all items or work. No inspection or test made prior to BUYER'S Acceptance shall relieve SELLER from responsibility for defects or other failure to meet the requirements of the PO. Rejected materials will be returned to SELLER at SELLER's risk and expense. 4. Changes: No substitutions, quantity variations, price increases, or other such changes related to pricing, goods, or services, shall be made without a written change order to the PO issued by the BUYER. The SELLER 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 SELLER'S order or fiscal forms or other documents forwarded by the SELLER for payment. The BUYER'S Acceptance of a product or processing of documentation on forms furnished by the SELLER for approval or payment shall not constitute acceptance of the proposed modification to the terms and conditions of the PO. 5. Compliance with Laws: The SELLER must comply with all laws, codes, ordinances, rules, regulations, and licensing terms applicable to the conduct of its business and performance of its obligations under the PO as well as industry standards related to information technology, security, and cybersecurity. 6. Data Protection Compliance: To the extent applicable, SELLER shall ensure and hereby represents and warrants that all personal data is collected, stored, processed, secured, archived, or destroyed in compliance with Federal, State and applicable international privacy laws, including the EU General Data Protection Regulation 2016/679 (GDPR). 7. Delays and Cancellations: If delivery or completion dates cannot be met, SELLER shall inform BUYER immediately. However, such notice shall not constitute a change to the delivery or completion terms of the PO unless BUYER issues a written change order to the PO. If any item is not received or if any element of the work is not completed by the date specified, BUYER, at BUYER's option and without prior notice to SELLER, may either approve a revised date or may cancel the PO at no penalty or cost to the BUYER, and obtain such goods, services, or work elsewhere. SELLER will be liable for any additional costs incurred by the BUYER as result of the delay or cancellation. 8. Discriminatory Vendor List: In accordance with Section 287.134(2), F.S., an entity or affiliate who has been placed on the discriminatory vendor list can neither transact business with any public entity, including BUYER, nor perform work under the PO for a period of 36 months following the date that entity or affiliate was placed on the on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to state law. 9. Equal Opportunity: The SELLER agrees to comply with the following requirements: <ol style="list-style-type: none"> a. The SELLER will not discriminate against any employee or applicant for employment because of his/her race, creed, color, sex, sexual orientation, general identification, marital status, national origin or any other protected class and will post a copy of this pledge in a conspicuous place, available to all employees and job applicants. b. The SELLER will, in all solicitations or advertisements for job applicants, place, or cause to be placed, a statement that the SELLER is an Equal Opportunity Employer. c. In the event the SELLER does not abide by these statements of nondiscrimination, this PO may be canceled, terminated, or suspended in whole or in part. | <ol style="list-style-type: none"> 10. Force Majeure, Notice of Delay, and No Damages for Delay: If either Party is delayed or prevented from performing any obligations under this PO by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, acts of terrorism, acts of God, or significant threats of such circumstances (collectively "Force Majeure"), the impacted Party may be excused from performance hereunder during the period of inability to perform. In case of any delay the impacted Party believes is excusable under this provision, the impacted Party will notify the other Party in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the impacted Party could reasonably foresee that a delay could occur as a result, or (2) if the delay is not reasonably foreseeable, within five (5) calendar days after the date the impacted Party first had reason to believe that a delay could result. The foregoing will constitute the impacted Party's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Notwithstanding anything in this PO to the contrary, Force Majeure does not include or excuse performance under this PO for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses performing the obligations hereunder. The SELLER will not be entitled to an increase in price or payment of any kind from BUYER for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to causes described in this paragraph, after the causes have ceased to exist the SELLER will perform at no increased cost. However, if BUYER determines, in its sole discretion, that the delay will significantly impair the value of the PO, BUYER may: <ol style="list-style-type: none"> a. Accept allocated performance from the SELLER, with respect to contractual services subjected to allocation, or b. Purchase from other sources (without recourse to and by the SELLER for the related costs and expenses) to replace all or part of the contractual services that are the subject of delay, which purchases may be deducted from the PO quantity, or c. Terminate the PO in whole or in part. 11. Freight and Shipping: Prices stated are FOB Destination unless another FOB method is agreed upon in writing and BUYER modifies the PO accordingly. Materials and supplies shall be properly packaged and marked with the PO number. BUYER assumes no liability for materials or supplies shipped to locations other than the specific destination or for materials or supplies that are not delivered to the specific destination. A receipt, signed by an individual authorized to receive the materials or supplies on behalf of BUYER, is required to document successful delivery. All containers, reels, and pallets shipped with supplies by SELLER will become the property of BUYER upon receipt unless otherwise agreed in writing. 12. Governing Law and Venue: This PO shall be governed exclusively by the Laws of the State of Florida. Any litigation arising from this PO shall be exclusively in the courts of competent jurisdiction in Leon County, Florida, or the United States District Court for the Northern District of Florida. 13. Independent Contractor: SELLER, including its agents, subcontractors, officers, and employees, is an independent contractor under this PO and none of the provisions of this PO shall be interpreted or deemed to create any relationship between the parties other than that of independent contractors. 14. Indemnification: <ol style="list-style-type: none"> a. SELLER shall indemnify and hold harmless BUYER, and its officials, officers, and employees, from and against all claims for damages, losses, expenses, and intellectual property infringement (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) which is caused in whole or in part by any breach of contract, act, or omission of SELLER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. |
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<p>b. In any and all claims against BUYER, or any of its agents or employees by any employee of SELLER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this indemnification section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the SELLER or any subcontractor under any Workers' Compensation Act, Disability, or other Employee Benefit Act.</p> <p>c. Any liability of BUYER is intended to be consistent with the limitations of Florida law, including the state's waiver of sovereign immunity as set forth in Section 768.28, Florida Statutes. No obligation imposed herein shall be construed to alter said waiver applicable to BUYER or extend its liability beyond such limits.</p> <p>15. Insurance Coverage: Applicable to the purchase of supplies, equipment, and services, including construction under aggregate amount of \$100,000. SELLER, at its own cost and expense, shall obtain and maintain in force during the term of this PO, the following minimum insurance coverage:</p> <p>a. A Commercial General/Umbrella Liability Insurance - \$500,000 limit per occurrence for property damage and bodily injury. SELLER should indicate in its bid whether the coverage is provided on a claim made or preferably on an occurrence basis. The insurance shall include coverage for: Premise/ Operations; Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project); Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury.</p> <p>b. Business Automobile/Umbrella Liability Insurance- \$500,000 limit per accident for property damage and personal injury: Owned/Leased Autos; Non-owned Autos; and Hired Autos.</p> <p>c. Workers' Compensation and Employers'/Umbrella Liability Insurance - Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$500,000 per accident. Workers' Compensation coverage is Required as a condition of performing work or services for BUYER whether or not the SELLER is otherwise required by law to provide such coverage.</p> <p>d. If the PO is for professional services, professional liability insurance, including errors and omissions, \$500,000 or as per project (ultimate loss value per occurrence).</p> <p>e. If the PO is for technology services, information security/cyber liability insurance written on a "claims-made" basis covering SELLER and SELLER Staff for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services, including, without limitation, claims, other demands, and any payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy. The Information Security/Cyber Liability Insurance must include internet media liability, including cloud computing and mobile devices for protection of confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use, including regulatory action expenses, and notification and credit monitoring expenses with at least the minimum limits listed below. Coverage must be renewed for two (2) years after completion of the Services. a) Each occurrence - \$1,000,000 b) Network Security/Privacy Liability - \$1,000,000 c) Breach Response/Notification Sublimit - a minimum limit of fifty percent (50%) of the policy aggregated.</p> <p>f. The BUYER shall be an additional named insured on the certificate of insurance.</p> <p>g. Insurance is to be placed with Florida admitted insurers rated B+, VIII or better by A.M. Best's rating service. NOTE: Additional insurance coverage may be required for purchases in aggregate amount over \$100,000.</p> <p>16. Intellectual Property: BUYER claims the right of intellectual property ownership of any and all services and products that are provided to, developed for, or originated by, the BUYER.</p> <p>17. Payment: Payment of invoices will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et seq., Florida Statutes). Cash on Delivery (C.O.D.) shipments are not authorized under this PO. Inquiries concerning payment of invoices should be directed to COT ACCOUNTS PAYABLE SECTION, email: invoices@talgov.com, telephone (850) 891- 8280.</p> <p>18. Price and Materials: SELLER's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without express written authorization of BUYER.</p> <p>a. No materials, drawings, or other items provided by BUYER to SELLER shall become the property of SELLER and will be returned to BUYER upon demand.</p>	<p>b. All artwork, photos and other material sent to SELLER for reproduction will be returned to BUYER before final payment is due.</p> <p>19. Public Entity Crimes: In accordance with Section 287.133(2)(a), Florida Statutes, a person or affiliate, as defined in that section, who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under the PO. SELLER must notify BUYER and Florida Department of Management Services within 30 days after a conviction of a public entity crime applicable to any person or affiliate of any person providing goods or services under this PO.</p> <p>20. Public Records: By providing services to BUYER, SELLER acknowledges that BUYER is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). SELLER further acknowledges that any materials or documents provided to BUYER may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute.</p> <p>IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF TALLAHASSEE, TREASURER-CLERK'S OFFICE, RECORDS DIVISION, CITY HALL, 300 SOUTH ADAMS STREET, TALLAHASSEE, FLORIDA 32301, (850) 891-8130, RECORDS@TALGOV.COM.</p> <p>21. Records and Retention: SELLER is required to:</p> <p>a. Establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by BUYER under this PO.</p> <p>b. Retain, at no additional cost to BUYER, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this PO for a period of five (5) years after completion of the PO, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this PO. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the PO the records may be destroyed with the prior written approval of BUYER. Notwithstanding anything to the contrary in the PO or BUYER contract, SELLER will at all times abide by Chapter 119, Florida Statutes, as applicable.</p> <p>c. Upon demand and at no additional cost to BUYER, facilitate the duplication and transfer of any records or documents during the required retention period.</p> <p>22. Safety Data Sheets (SDS): Prior to shipping any chemicals or substances to BUYER or bringing any chemicals or substances onto BUYER's property or work site, the SELLER shall provide BUYER copies of the current SDS.</p> <p>23. Scrutinized Company List: SELLER certifies that it is not on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not have business operations in Cuba or Syria; and that the company is not participating in a boycott of Israel. In the event SELLER is placed on one of the scrutinized lists after execution of this PO, SELLER shall immediately report the action to the BUYER. If it is determined that the SELLER provided a false certification in accordance with Section 287.135(5), F.S., the SELLER will be subject to the civil penalties and actions described therein, and BUYER may terminate the PO and BUYER contract.</p> <p>24. Seller's Acceptance: Acceptance by the SELLER of this PO includes acceptance of all items, conditions, prices, delivery instructions, and specifications as shown on the PO 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.</p> <p>25. Seller's Registration Requirements:</p> <p>a. Compliance Management System: COT Procurement Services monitors satisfaction of the minority, women business enterprise ("MWBE") goal through the Contract Compliance Management System (the "System") maintained by OEV. If an MWBE goal was assigned and SELLER proposed an MWBE goal in its bid, reply or response, SELLER shall register with OEV within five business days of acceptance of the PO, if not already registered on the System. For the life of the Project or the term of the PO, SELLER shall regularly update and provide any other information necessary to monitor satisfaction of the MWBE goal in OEV's discretion. SELLER may find training sessions and more information related to the System on the Office of Economic Vitality website.</p> <p>b. E-Verify: SELLER and Subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:</p> <p>i. All persons employed by the SELLER during the term of the PO to perform employment duties within Florida; and,</p> <p>ii. All persons, including subcontractors, assigned by the SELLER to perform work pursuant to the PO with BUYER. The SELLER and Subcontractors hereby acknowledge and agree to adhere to the</p>
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provisions of section 448.095, Florida Statutes, as amended from time to time. Failure to comply with Section 448.095, Florida Statutes, will result in a termination of the PO and if applicable, the BUYER contract. SELLER will not be awarded another BUYER contract for at least one (1) year from the date of PO termination.

c. **Supplier Portal:** COT provides a self-service supplier portal for vendors doing business with BUYER. SELLER is required to register and provide the required information. It is the SELLER'S responsibility to ensure their information in the supplier portal is correct. Failure to provide current or accurate information may delay payment to SELLER.

26. Severability: If any term or provision of this PO, to any extent, is held to be invalid or unenforceable, the remainder of this PO, shall not be affected, and every other term and provision of this PO shall be deemed valid and enforceable to the extent permitted by law.

27. Statement of Work: If applicable, SELLER agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and related attachments to the PO.

28. Submission of Proper Invoices: Invoices must be submitted to COT Accounts Payable in PDF format to: invoices@talgov.com with a copy by email to the user-department. All invoices must be originals, not in dispute, and in compliance with all PO terms. Invoices must contain the following:

- a. The name and address of SELLER as reflected on the PO.
- b. The invoice preparation date.
- c. The number of the invoice
- d. The authorizing PO number. If the PO is issued under a BUYER contract, also include master contract number.
- e. PO line-item number, including description, quantity, unit of measure, unit price and extended price of the item.
- f. The terms of any prompt payment discount offered.
- g. The SELLER'S Federal Identification Number, if applicable.
- h. Payment remittance address (if not already on file).
- i. Supplier ID

29. Suspension of Work: The BUYER may in its sole discretion suspend any or all activities under the PO, at any time, when in the best interests of BUYER to do so. The BUYER shall provide the SELLER written notice outlining the particulars of suspension. After receiving a suspension notice, the SELLER shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the SELLER, the BUYER shall either:

- a. Issue a notice authorizing resumption of work, at which time activity shall resume, or
- b. Terminate the purchase order. Suspension of work shall not entitle the SELLER to any additional compensation.

30. Taxes: BUYER is generally exempt from sales, excise, and federal transportation taxes. SELLER will not include taxes in pricing unless agreed upon in writing with BUYER. A copy of BUYER'S Tax Exemption Certificate is available upon request.

31. Termination:

- a. If the SELLER fails to fulfill any of its obligations under this PO through no fault of BUYER, such failure shall be considered a default and shall entitle, but not obligate, BUYER to suspend performance under or to terminate this PO, in whole or in part, at BUYER'S discretion, if the SELLER fails to cure such default within thirty (30) days after receipt of a written notice thereof from BUYER. Furthermore, BUYER shall have the right to terminate this PO, in whole or in part, without the SELLER being in default thereunder. Termination shall be effected by delivery of a written notice to the SELLER specifying whether termination is for the default of the SELLER or for BUYER'S convenience, the extent to which services under this PO are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by BUYER, the SELLER shall promptly stop work under this PO on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.
- b. In the event of termination for convenience, BUYER shall pay the SELLER:
 - i. The full amount due for goods satisfactorily delivered and services satisfactorily rendered.
 - ii. Approved costs and expenses incurred which remain unpaid at the time of such termination; and
 - iii. Such other costs of termination, if any, as may be mutually agreed by the parties.
- c. In addition to rights of termination, BUYER may pursue any of its remedies available in law or in equity, including the right to offset any sums or liability of SELLER owed to BUYER against any payments due to SELLER under this PO or otherwise.

32. Waiver: The delay or failure of the BUYER to exercise or enforce any of its rights under the PO shall not constitute a waiver of such rights, including any applicable sovereign immunity protections. If either party fails to enforce any of the terms and conditions or waive their right to suit or damages in the case of breach of contract, they shall retain their right to enforce provisions for later breaches, unless they waive their rights in written form. Rights are not waived even in the case that either party delays in the execution of their rights, powers, privileges, or remedies stipulated in the contract. Neither will the partial execution of their rights, powers, privileges, or remedies waive their right to enforce the contract provisions in full.

33. Warranty: SELLER agrees to abide by all statutory warranties, including but not limited to the statutory warranties referenced in Chapter 672, Florida Statutes. SELLER warrants that delivered supplies, equipment, and work performed, shall be free from all defects in material and workmanship and shall comply with manufacturer's specifications. All manufacturer's warranties shall be deemed assigned to BUYER.

REVISED: 8.2023

Procurement Services 850-891-8280