



Hillsborough County
Board of County Commissioners
601 E Kennedy Blvd
Tampa, FL 33601
United States

Type	Contract Purchase Agreement
Order	216207232
Revision	3
Order Date	18-MAR-2016
Created By	Hurley, Eleanor
Revision Date	23-JUL-2018
Current Buyer	Hurley, Eleanor

Supplier: **FERGUSON ENTERPRISES INC**
8008 E SLIGH AVE
TAMPA, FL 33610
United States

Ship To: **See Below**
Tampa, FL 33601
United States

Bill To: **PO BOX 1110**
Tampa, FL 33601-1110
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	1008348	NET 30 DAYS	Freight Included	FOB - Destination		Best Way
Effective Start Date		Effective End Date		Amount Agreed (USD)		
01-MAY-2016		31-JAN-2019		4,607,018.00		
Supplier Contact				Requester		
BARBER, JENNIFER (813) 881-1982						

Notes: All prices and amounts on this order are expressed in USD
 In accordance with **ITB-P-0035-0-2014/CH**, Water and Sewer Materials.

Awarded by the BOCC on April 23, 2014

Administratively renewed on March 18, 2016

Department: Public Utilities

Department Contact and Phone No.: James Wunderle, (813) 612-7746

Payments in accordance with the Contract Documents, Page: 54.

Pricing based on variety of category discounts from the most current manufacturer's published price list. Appropriate discounts are listed on the awarded bid summary.

This contract purchase agreement is issued based upon a dollar amount and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, and specifications.

HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS
Standard Purchase Order Terms and Conditions

The vendor, in accepting this purchase order, agrees to and shall be bound by all of the following terms and conditions:

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 Procurement. 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 Procurement.

2. All invoices, packing lists and packages must include the order number printed on the upper right corner of the purchase order. The vendor must provide a proper invoice by which payment will be processed. In accordance with 218.76(1), Florida Statutes, if an invoice is subsequently determined to be improper, it shall be returned to the vendor. Proper invoices must include:

- Original invoice.
- Vendor's name and address.
- Vendor's tax identification number.
- Vendor's "remit to" address.
- Invoice date.
- Invoice number.
- Invoice must be billed to "BOCC Hillsborough County Florida."
- Correct purchase order number.
- Description of goods/services purchases, to include quantity and/or hours of work performed.
- Correct unit price (not to exceed four [4] decimal places), extended price, and total amount due.
- Shipping date.
- County department name and/or delivery contact named on the purchase order.
- Conformance to all other requirements specified in the corresponding contract/agreement.

3. All original invoices for goods and services must be emailed to countyfinanceinvoices@hillsclerk.com or mailed to: County Finance Department, Hillsborough County Clerk of the Circuit Court, P.O. Box 1110, Tampa, Florida 33601. Invoices for construction services may be mailed directly to the requesting department or assigned project manager for review and sign off.

4. Payments will be made upon receipt of a proper invoice in accordance with Florida's Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. The following payment options are available:

Method - ACH (Direct Deposit) *
Source - Electronic (Bank)
Fee - None
Remittance/Notice - Email (Invoice # & Amount)

Method - Check
Fee - None
Remittance/Notice - Stub (Invoice # & Amount)

Method - ePayables
Source - Electronic (Credit Card)
Fee - Merchant Services Fee **
Remittance/Notice - Email or Fax (Invoice # & Amount)

* Vendor's bank account information will remain confidential to the extent provided by law and necessary to make ACH payments via direct deposit. Please visit <http://hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents> for the ACH enrollment form.

** Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to 3%. Please visit <http://hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents> for

the ePayables enrollment form.

5. Materials rejected by the County will be returned to the vendor at the vendor's risk and expense. The County shall not be liable or otherwise responsible for any re-stocking charges unless prior written approval has been provided by the Director of Procurement.

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. 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 County'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.

8. If this purchase order is a call or release order against a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA), all terms and conditions of the subject purchase agreement and this purchase order shall apply to the order. The purchase order number, not the purchase agreement number, must be on the invoice.

9. All shipments by the vendor must be F.O.B Destination, unless otherwise authorized in writing by the Director of Procurement. 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 County will not accept collect shipments. All stated delivery times are of the essence.

10. In accordance with law, the County reserves the right to cancel all or part of this purchase order prior to acceptance of the goods or services.

11. 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 Procurement in writing. Excessive and unauthorized partial shipments may result in vendor debarment or prohibition from doing business with the County.

12. Vendors are not authorized to deliver any goods or services which are not covered by this purchase order. The County 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 Procurement or County Administrator. Vendors violating this condition may be subject to debarment or prohibition from doing business with the County in accordance with the County's Procurement Policies and such vendors may forfeit their right to compensation for such deliveries.

13. INDEMNIFICATION (PATENT OR COPYRIGHT): The vendor shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by vendor during or after completion of the Work. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

14. INDEMNIFICATION (GENERAL LIABILITY): The vendor shall indemnify, hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the vendor, or anyone performing any act required of vendor in connection with performance of the Contract awarded pursuant to this order. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

15. INDEMNIFICATION (GENERAL LIABILITY-GOVERNMENTAL AGENCY-VENDORS ONLY): The County and

governmental agency-vendor shall each be liable to the extent permitted by 768.28, Florida Statutes, for the negligent acts, or omissions of their respective officers, employees and agents. Nothing in the foregoing shall be construed as a waiver of sovereign immunity or as consent to be sued by either the County or the governmental agency-vendor.

16. 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 Hillsborough County, Florida and the vendor waives whatever rights it has in the selection of venue.

17. 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.

18. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION:** The vendor shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices. The vendor shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference. Furthermore, Hillsborough County 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 Hillsborough County and will not be subjected to discrimination on the basis of race, color, sex or national origin.

19. 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 County and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the County 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 County, 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.

20. **TAXES:** Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax (No. 59-6000661). If you are to prepay charges, do not pay tax as County will not reimburse you for taxes paid. The County's Consumers Certificate of Exemption Number is #85-8012622015C-2, effective 11/30/14.

21. Questions concerning delivery of this order should be directed to the department contact shown on the order. For other questions regarding this order, please contact the Procurement Services Department at P.O. Box 1110, 601 E. Kennedy Blvd., 25th Floor, Tampa, FL 33601, procurementservices@Hcflgov.net, or (813) 272-5790. Please visit <http://hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents> to view or download the County's Procurement Policy and Procedures Manual.

22. **RISK OF LOSS:** 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 County 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 County shall have the right to dispose of it as its own property. The vendor shall reimburse the County for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

23. **WARRANTY:** The vendor shall provide to the County 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 County, and (c) for all commodities sold to the County. The warranty period shall begin on the date of final completion and/or acceptance by the County.

24. **FISCAL NON-FUNDING CLAUSE:** This purchase order is subject to funding availability. In the event sufficient budget funds to fund this purchase order become reduced or unavailable, the County shall notify the vendor of such occurrence, and

the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor. The County 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 County shall notify the vendor of such occurrence and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor.

25. ACCESS TO RECORDS: 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.

26. REIMBURSEMENT OF TRAVEL EXPENSES: Travel expenses, if applicable, shall be paid pursuant to the provision of 112.061, Florida Statutes.

Hillsborough County Standard Purchase Order Terms and Conditions - Revised 01/09/2017



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Board of County Commissioners
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01-MAY-2016		31-JUL-2018		4,000,000.00		
Supplier Contact				Requester		
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Summary of Changes

In accordance with the Contract Documents, page 22, item 9, changed contract expiration date from

June 30, 2018 to July 31, 2018, by using the final one-month extension. No further extensions remain.

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Source - Electronic (Bank)
Fee - None
Remittance/Notice - Email (Invoice # & Amount)

Method - Check
Fee - None
Remittance/Notice - Stub (Invoice # & Amount)

Method - ePayables
Source - Electronic (Credit Card)
Fee - Merchant Services Fee **
Remittance/Notice - Email or Fax (Invoice # & Amount)

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13. INDEMNIFICATION (PATENT OR COPYRIGHT): The vendor shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by vendor during or after completion of the Work. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

14. INDEMNIFICATION (GENERAL LIABILITY): The vendor shall indemnify, hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the vendor, or anyone performing any act required of vendor in connection with performance of the Contract awarded pursuant to this order. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

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governmental agency-vendor shall each be liable to the extent permitted by 768.28, Florida Statutes, for the negligent acts, or omissions of their respective officers, employees and agents. Nothing in the foregoing shall be construed as a waiver of sovereign immunity or as consent to be sued by either the County or the governmental agency-vendor.

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26. REIMBURSEMENT OF TRAVEL EXPENSES: Travel expenses, if applicable, shall be paid pursuant to the provision of 112.061, Florida Statutes.

Hillsborough County Standard Purchase Order Terms and Conditions - Revised 01/09/2017

Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Cone of Silence the bidder(s) identified by bold borders are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific ordinance details: <http://www.hillsboroughcounty.org/documentcenter/view/8867>

Bid Number: ITB-P-0035-0-2014/CH
 Title: Water and Sewer Materials
 Bid Opening Date: 02-11-14
 Legal Ad: 12-19-13 (Penny Saver)
 Notice of Intent to Award Post Date: 4-3-14

Bid Summary
Hillsborough County
Business and Support Services Department
(Procurement)

Procurement Analyst: Chuck Hall
 Opened By: Chuck Hall
 Read By: Chuck Hall
 Tabbed By: Leslie Ford

Notice of Intent to Award

Item No.	Description	Unit of Measure	Est Qty	HD SUPPLY WATERWORKS			AMAZON HOSE & RUBBER COMPANY			FERGUSON WATERWORKS DBA FERGUSON ENTERPRISES, INC.		
				TAMPA, FL			TAMPA, FL			TAMPA, FL		
				Unit Price	Unit Price Less Discount	Extended Price	Unit Price	Unit Price Less Discount	Extended Price	Unit Price	Unit Price Less Discount	Extended Price
SECTION 104				46%						51%		
8	MR101070 - VALVE, RESETTERS, METER, HORIZONTAL, METER SIZE: 5/8" X 3/4", ANGLE LOCKING (INLET) X METER-NUT (OUTLET), HEIGHT 7" (AY McDonald 5156-449; Current part number for example only)	EA	700	\$134.65	\$72.71	\$50,897.70	\$0.00	\$0.00	\$0.00	\$134.65	\$65.98	\$46,186.00
9	F210101A - VALVE, KEY, ANGLE U-BRANCH, 2 ANGLE BRANCH VALVE, W/ LOCKWING, 7-1/2" SPREAD, TWO-3/4" KEY VALVE, 1" CTS PACK JOINT X (2) 5/8 X 3/4 METER SVC NUT OUTLET, 3/4" METER SWIVEL NUT (AY McDonald 5142-159; Current part number for example only)	EA	700	\$173.17	\$93.51	\$65,457.00	\$0.00	\$0.00	\$0.00	\$190.44	\$93.32	\$65,324.00
10	F2184008 - VALVE, DUAL CHECK, STRAIGHT CASCADING, MSN(I) X FIP(0), SIZE:5/8" X 3/4" X 3/4" (Ford Meter Box HHS31-323; Current part number for example only)	EA	450	\$94.61	\$51.09	\$22,990.50	\$0.00	\$0.00	\$0.00	\$94.61	\$46.36	\$20,862.00
SECTION 105				0%						45%		
11	F2190010 - VALVE, BALL, FULL PORT, 316 STAINLESS STEEL, SIZE: 1"	EA	300	\$60.62	\$60.62	\$18,186.00	\$0.00	\$0.00	\$0.00	\$105.89	\$58.24	\$17,472.00

Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Code of Silence the bidder(s) identified by bold borders are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific ordinance details: <http://www.hillsboroughcounty.org/documentcenter/view/8867>

Bid Number: ITB-P-0035-0-2014/CH
 Title: Water and Sewer Materials
 Bid Opening Date: 02-11-14
 Legal Ad: 12-19-13 (Penny Saver)
 Notice of Intent to Award Post Date: 4-3-14

Bid Summary
Hillsborough County
Business and Support Services Department
(Procurement)

Procurement Analyst: Chuck Hall
 Opened By: Chuck Hall
 Read By: Chuck Hall
 Tabbed By: Leslie Ford

Notice of Intent to Award

Item No.	Description	Unit of Measure	Est Qty	HD SUPPLY WATERWORKS			AMAZON HOSE & RUBBER COMPANY			FERGUSON WATERWORKS DBA FERGUSON ENTERPRISES, INC.		
				TAMPA, FL			TAMPA, FL			TAMPA, FL		
				Unit Price	Unit Price Less Discount	Extended Price	Unit Price	Unit Price Less Discount	Extended Price	Unit Price	Unit Price Less Discount	Extended Price
SECTION 2002				0%						35%		
113	F418E020 - RISER, VALVE BOX, SLIP-IN, TYLER: 145547, SIZE: 5-1/4" X 2-1/4"	EA	700	\$20.00	\$20.00	\$14,000.00	\$0.00	\$0.00	\$0.00	\$17.50	\$11.38	\$7,966.00
114	F418A00U - BOX, VALVE, (TOP SECTION), SLIP, TYLER: 376996, SIZE: 5-1/4" X 10"	EA	600	\$22.85	\$22.85	\$13,710.00	\$0.00	\$0.00	\$0.00	\$25.20	\$16.38	\$9,828.00
115	F418E010 - RISER, VALVE BOX, SLIP-IN, TYLER: 145554, SIZE 5-1/4" X 1-1/8"	EA	475	\$7.75	\$7.75	\$3,681.25	\$0.00	\$0.00	\$0.00	\$14.00	\$9.10	\$4,322.50
116	F418B05F - LID, VALVE BOX, DROP IN, CAST IRON, TYLER: 145349, LID LEGEND: SEWER, SIZE: 5-1/4" ROUND	EA	375	\$12.85	\$12.85	\$4,818.75	\$0.00	\$0.00	\$0.00	\$18.00	\$11.70	\$4,387.50
SECTION 2003				0%						35%		
117	SB10100T - BOX, VALVE VAULT, LOGO: SEWER, SIZE: 10(W) X 15(L) X 12(D)	EA	15	\$87.00	\$87.00	\$1,305.00	\$0.00	\$0.00	\$0.00	\$115.00	\$74.75	\$1,121.25
CORE LIST PRICING				\$867,129.10			See Note 1			\$721,721.90		
AWARD AMOUNT										\$4,000,000.00		
Bid Security Required: No												

CATEGORY 22 - BOXES (METER AND VALVE)												
SECTION 2201												
118	DISCOUNT OFF ITEMS NOT REFLECTED IN OTHER BID CATEGORIES	COST PLUS %		12.5%			*See Note 1			16%		

Note 1: Could not tabulate. Vendor did not submit revised Bid Proposal Pages per Addendum No. 3.



Hillsborough County
Board of County Commissioners
601 E Kennedy Blvd
Tampa, FL 33601
United States

Type	Contract Purchase Agreement
Order	216207232
Revision	0
Order Date	18-MAR-2016
Created By	Lalican, Gion
Revision Date	
Current Buyer	

Supplier: **FERGUSON ENTERPRISES INC**
8008 E SLIGH AVE
TAMPA, FL 33610
United States

Ship To: **See Below**
Tampa, FL 33601
United States

Bill To: **PO BOX 1110**
Tampa, FL 33601-1110
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	1008348	NET 30 DAYS	Freight Included	FOB - Destination		Best Way
Effective Start Date		Effective End Date		Amount Agreed (USD)		
01-MAY-2016		30-APR-2018		4,000,000.00		
Supplier Contact				Requester		
BARBER, JENNIFER (813) 881-1982						

Notes: All prices and amounts on this order are expressed in USD
 In accordance with ITB-P-0035-0-2014/CH, Water and Sewer Materials.

Awarded by the BOCC on April 23, 2014

Administratively renewed on March 18, 2016

Department: Public Utilities

Department Contact and Phone No.: James Wunderle, (813) 612-7746

Payments in accordance with the Contract Documents, Page: 54.

Pricing based on variety of category discounts from the most current manufacturer's published price list. Appropriate discounts are listed on the awarded bid summary.

This contract purchase agreement is issued based upon a dollar amount and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, and specifications.

HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS
Standard Purchase Order Terms and Conditions

The vendor, in accepting this purchase order, agrees to and shall be bound by all of the following terms and conditions:

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 Procurement. 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 Procurement.

2. All invoices, packing lists and packages must include the order number printed on the upper right corner of the purchase order. The vendor must provide a proper invoice by which payment will be processed. In accordance with 218.76(1), Florida Statutes, if an invoice is subsequently determined to be improper, it shall be returned to the vendor. Proper invoices must include:

- Original invoice.
- Vendor's name and address.
- Vendor's tax identification number.
- Vendor's "remit to" address.
- Invoice date.
- Invoice number.
- Invoice must be billed to "BOCC Hillsborough County Florida."
- Correct purchase order number.
- Description of goods/services purchases, to include quantity and/or hours of work performed.
- Correct unit price (not to exceed four [4] decimal places), extended price, and total amount due.
- Shipping date.
- County department name and/or delivery contact named on the purchase order.
- Conformance to all other requirements specified in the corresponding contract/agreement.

3. All original invoices for goods and services must be emailed to countyfinanceinvoices@hillsclerk.com or mailed to: County Finance Department, Hillsborough County Clerk of the Circuit Court, P.O. Box 1110, Tampa, Florida 33601. Invoices for construction services may be mailed directly to the requesting department or assigned project manager for review and sign off.

4. Payments will be made upon receipt of a proper invoice in accordance with Florida's Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. The following payment options are available:

Method - ACH (Direct Deposit) *
Source - Electronic (Bank)
Fee - None
Remittance/Notice - Email (Invoice # & Amount)

Method - Check
Fee - None
Remittance/Notice - Stub (Invoice # & Amount)

Method - ePayables
Source - Electronic (Credit Card)
Fee - Merchant Services Fee **
Remittance/Notice - Email or Fax (Invoice # & Amount)

* Vendor's bank account information will remain confidential to the extent provided by law and necessary to make ACH payments via direct deposit. Please visit <http://hillsboroughcounty.org/documentcenter/home/view/286> for the ACH enrollment form.

** Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to 3%. Please visit <http://www.hillsboroughcounty.org/documentcenter/view/285> for the ePayables enrollment form.

5. Materials rejected by the County will be returned to the vendor at the vendor's risk and expense. The County shall not be liable or otherwise responsible for any re-stocking charges unless prior written approval has been provided by the Director of Procurement.

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. 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 County'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.

8. If this purchase order is a call or release order against a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA), all terms and conditions of the subject purchase agreement and this purchase order shall apply to the order. The purchase order number, not the purchase agreement number, must be on the invoice.

9. All shipments by the vendor must be F.O.B Destination, unless otherwise authorized in writing by the Director of Procurement. 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 County will not accept collect shipments. All stated delivery times are of the essence.

10. In accordance with law, the County reserves the right to cancel all or part of this purchase order prior to acceptance of the goods or services.

11. 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 Procurement in writing. Excessive and unauthorized partial shipments may result in vendor debarment or prohibition from doing business with the County.

12. Vendors are not authorized to deliver any goods or services which are not covered by this purchase order. The County 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 Procurement or County Administrator. Vendors violating this condition may be subject to debarment or prohibition from doing business with the County in accordance with the County's Procurement Policies and such vendors may forfeit their right to compensation for such deliveries.

13. INDEMNIFICATION (PATENT OR COPYRIGHT): The vendor shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by vendor during or after completion of the Work. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

14. INDEMNIFICATION (GENERAL LIABILITY): The vendor shall indemnify, hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the vendor, or anyone performing any act required of vendor in connection with performance of the Contract awarded pursuant to this order. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

15. INDEMNIFICATION (GENERAL LIABILITY-GOVERNMENTAL AGENCY-VENDORS ONLY): The County and governmental agency-vendor shall each be liable to the extent permitted by 768.28, Florida Statutes, for the negligent acts, or omissions of their respective officers, employees and agents. Nothing in the foregoing shall be construed as a waiver of

sovereign immunity or as consent to be sued by either the County or the governmental agency-vendor.

16. 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 Hillsborough County, Florida and the vendor waives whatever rights it has in the selection of venue.

17. 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.

18. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION:** The vendor shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices. The vendor shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference. Furthermore, Hillsborough County 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 Hillsborough County and will not be subjected to discrimination on the basis of race, color, sex or national origin.

19. 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 County and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the County 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 County, 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.

20. **TAXES:** Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax (No. 59-6000661). If you are to prepay charges, do not pay tax as County will not reimburse you for taxes paid. The County's Consumers Certificate of Exemption Number is #85-8012622015C-2, effective 11/30/14.

21. Questions concerning delivery of this order should be directed to the department contact shown on the order. For other questions regarding this order, please contact the Procurement Services Department at P.O. Box 1110, 601 E. Kennedy Blvd., 25th Floor, Tampa, FL 33601, procurementservices@hillsboroughcounty.org, or (813) 272-5790. Please visit www.hillsboroughcounty.org/procurementmanual to view or download the County's Procurement Policy and Procedures Manual.

22. **RISK OF LOSS:** 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 County 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 County shall have the right to dispose of it as its own property. The vendor shall reimburse the County for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

23. **WARRANTY:** The vendor shall provide to the County 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 County, and (c) for all commodities sold to the County. The warranty period shall begin on the date of final completion and/or acceptance by the County.

24. **FISCAL NON-FUNDING CLAUSE:** This purchase order is subject to funding availability. In the event sufficient budget funds to fund this purchase order become reduced or unavailable, the County shall notify the vendor of such occurrence, and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor. The County 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 County shall notify the vendor of such occurrence and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor.

25. ACCESS TO RECORDS: 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.

26. REIMBURSEMENT OF TRAVEL EXPENSES: Travel expenses, if applicable, shall be paid pursuant to the provision of 112.061, Florida Statutes.

Hillsborough County Standard Purchase Order Terms and Conditions - Revised 07/15/2015