



Send Invoices to:
accountspayable@tampabaywater.org
OR
2575 Enterprise Road, Clearwater, FL 33763-1102
Phone: 727.796.2355 / Fax: 727.791.2388
tampabaywater.org

TAX Number 85-8012529468C-6

PURCHASE ORDER TERMS AND CONDITIONS

PURCHASE ORDER NUMBER – The Purchase Order Number must appear on all packages, packing slips, invoices and all other correspondence relating to this Purchase order. Tampa Bay Water will not be responsible for goods delivered without the Purchase Order Number.

INVOICING – Vendor shall email invoice to Tampa Bay Water Finance Dept. at accountspayable@tampabaywater.org, or, mail original invoice to Tampa Bay Water, Finance Dept., 2575 Enterprise Road, Clearwater, FL 33763-1102. Invoices must state Purchase Order number, list price, discount allowed, net price, remit to address, point of contact and instructions.

PRICES – Prices are F.O.B. destination, transportation charges prepaid and included on invoice, unless otherwise specified by Tampa Bay Water in writing prior to shipment. The original shipping bill must be included with invoice. Collect or C.O.D. shipments will not be accepted.

DISCOUNTS – In computing discounts, time will be computed from the date of satisfactory delivery or from the date that the correct invoice is received, whichever is later. 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 Tampa Bay Water to withhold payment without losing discount privileges.

ACCEPTANCE - ENTIRE AGREEMENT – Vendor's acceptance of this Purchase Order shall be unqualified, unconditional and subject to and expressly limited by the Terms and Conditions herein. Tampa Bay Water shall not be bound by any counter-proposal, additional or conflicting provision that may appear in Vendor's quotation, acknowledgment, invoice, or in any other communication or document from Vendor to Tampa Bay Water unless such provision is expressly agreed to in writing by Tampa Bay Water. Only Tampa Bay Water's written acceptance of material received shall constitute acceptance of such material. Verbal acceptance or payment for material received shall not constitute acceptance of the material or any counter-proposal or additional or conflicting language submitted by Vendor not otherwise previously and expressly accepted by Tampa Bay Water in writing. Neither payment nor acceptance by Tampa Bay Water shall constitute a waiver or release of claims for defective or nonconforming goods. This Purchase Order constitutes the entire agreement between Tampa Bay Water and Vendor and may not be modified or rescinded except in writing signed by both Tampa Bay Water and the Vendor.

ASSIGNMENT – Any assignment by Vendor of the work to be performed, in whole or in part, or of any other interest hereunder, including an assignment of moneys due hereunder without Tampa Bay Water's prior written consent, is valid.

WARRANTY – Vendor warrants that the goods are new, free from defects, merchantable, fit for their particular purpose and as described in Purchase Order. Vendor expressly assigns all manufacturers' warranties, including implied warranties, to Tampa Bay Water. Vendor also warrants that the title to the goods is good and merchantable and that the goods are free from all liens, claims and encumbrances.

VARIATION IN QUANTITY – Tampa Bay Water assumes no liability for material produced, processed or shipped in excess of the amount specified herein.

RISK OF LOSS – The risk of loss from any casualty to the goods, regardless of the cause, shall be on Vendor up to the time of receipt and written acceptance of the goods by Tampa Bay Water at the place of delivery after any proper inspection has been completed without rejection of the goods. After written acceptance, such risk shall be on Tampa Bay Water. The risk of loss to goods returned to Vendor shall be on Vendor.

INSPECTION – Tampa Bay Water shall have five (5) business days to inspect the goods. Goods rejected because of inferior quality or workmanship will be returned to Vendor with a charge, to be paid by Vendor, for transportation both ways, plus labor, loading, package, etc., and are not to be replaced except up on written instructions from Tampa Bay Water.

COMPLIANCE WITH APPLICABLE LAWS – Vendor certifies it is registered to do business in the State of Florida and further warrants that all of the goods 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.

INFRINGEMENT OF PATENTS, TRADEMARKS OR COPYRIGHTS – The following terms apply to any infringements, or claim of infringement, or any United States patent, trademark or copyright based on the manufacturer, normal use or sale of any material or equipment furnished to Tampa Bay Water hereunder. Vendor shall indemnify Tampa Bay Water for any loss, damage, expense or liability that may result by reason of any such infringement or claim of infringement, including attorneys' and legal assistants' fees, court costs, and experts' and consultants' fees. Each party shall notify the other promptly of any claim or infringement for which the other is responsible and shall cooperate with the other in every reasonable way to facilitate the defense of any such claim.

INDEMNITY – In consideration of the first ten dollars (\$10.00) paid by Tampa Bay Water to the Vendor, the receipt and sufficiency of which is hereby acknowledged, the Vendor shall indemnify, pay the cost of defense and hold harmless Tampa Bay Water from any and all claims, expenses and damages, including, but not limited to, attorneys' fees, legal assistants' fees, court costs and all other sums which Tampa Bay Water may pay or become obligated to pay on account of a demand or claim, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of use of Vendor's products, or Vendor's performance of the Purchase Order, or the operation of Vendor's business, or any act of omission of Vendor, his agents, servants or employees, whether such claim or claims, action or actions be for damages, injury to person or property, including Tampa Bay Water's property, or death of any person, made by any person, group or organization, whether employed by Vendor or Tampa Bay Water, or otherwise for breach of warranty by Vendor either expressed or implied, except that neither the Vendor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of Tampa Bay Water or any of its officers, agents or employees.

INSURANCE – The Vendor shall maintain in full force and effect throughout the term of this Purchase Order all required insurance acceptable to Tampa Bay Water.

TAXES – Tampa Bay Water is exempt from Florida State Sales tax and shall not be charged for such tax. Tampa Bay Water's Florida State Sales Tax Exemption Number is 85-8012529468C-6. Unless otherwise expressly stated on the Purchase Order, all other taxes, including use taxes, shall be borne by Vendor.

SCRUTINIZED VENDOR LIST – Tampa Bay Water may cancel this order if the supplier is found to have submitted a false certification under 287.135 Florida Statute, been placed on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria or been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SEVERABILITY – If any section, subsection, sentence, clause, phrase or portion of this Purchase Order is for any reason held invalid, illegal, or unconscionable by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

REMEDIES – Tampa Bay Water and Vendor shall have all remedies afforded by Federal, Florida and local law. The venue for all judicial actions shall be Pinellas County, Florida.

SAFETY DATA SHEET and HAZARDOUS COMMUNICATION – It is the Vendor's duty to advise Tampa Bay Water if a product provided or chemical used in a work process is a toxic substance. The Vendor is responsible to provide a Safety Data Sheet (SDS) at time of delivery. In the case of a toxic chemical used in a process, the Vendor is responsible to provide an SDS and to ensure their staff has been properly trained in the use and disposal as well as in spill mitigation/response of the substance. Any Personal Protective Equipment (PPE), spill kit or containment required for the transport or use of the substance is the responsibility of the Vendor. The Vendor is responsible to be in compliance with any regulatory requirement associated with the use or transport of any toxic substance the Vendor provides or uses.

INQUIRIES – Any inquiries should be directed to purchasing@tampabaywater.org.

WAIVER – Neither the failure of Tampa Bay Water to exercise any power given to Tampa Bay Water under this Purchase Order or to insist upon strict compliance by the Vendor with Vendor's obligations under this Purchase Order nor any custom or practice of Tampa Bay Water and Vendor and variance with the terms hereof, shall constitute a waiver of Tampa Bay Water's right to demand strict, full, and complete compliance by Vendor with the terms and provisions of this Purchase Order.

ATTORNEY'S FEES – In any litigation arising out of this Purchase Order or in any way related to the furnishing of the goods, the prevailing party shall be entitled to recover all costs and expenses incurred, including, with limitation, attorney's and legal assistants' fees and costs incurred prior to trial, on any appeal and in any bankruptcy proceedings.