PURCHASE ORDER (PO) TERMS AND CONDITIONS v9.26

Acceptance of Purchase Order. Vendor accepts this Purchase Order ("PO") by providing any goods or services. If this PO is issued under a solicitation, quotation, or contract, the applicable solicitation, quotation, or contract terms control to the extent of any conflict.

1. Acceptance; Inspection County may inspect and test all goods and services for compliance with the PO and applicable specifications. County may reject nonconforming goods or services and return rejected goods at Vendor's expense. If Vendor fails to deliver conforming goods or services by the required delivery date, County may obtain replacement goods or services from another source.

2. Delivery; Title; Risk of Loss Vendor bears all shipping, insurance, and related costs unless the PO states otherwise. Title and risk of loss pass to County only after County receives, inspects, and accepts the goods.

3. Discontinued Items Vendor must provide at least 30 days' written notice before discontinuing an item. Any replacement requires County's prior written approval if it costs more than the discontinued item or does not meet or exceed its quality, form, fit, and function.

4. Emergency and Federal Requirements Goods or services may be used during a declared state or federal emergency. Vendor must comply, when applicable, with 2 C.F.R. §§ 200.318–.326 and Appendix II to 2 C.F.R. Part 200.

5. Governing Law; Venue; Jury Waiver Florida law governs this PO. Exclusive venue for any action arising from this PO is Lake County, Florida. Vendor waives trial by jury to the extent permitted by law.

6. Insurance Vendor represents that it maintains commercial general liability and automobile liability insurance in the amounts required by the applicable solicitation or contract. Insurance must be issued by an insurer authorized to do business in Florida and rated at least A- by A.M. Best. County may require Vendor to name Lake County as an additional insured when appropriate.

7. Intellectual Property Vendor shall defend, indemnify, and hold harmless County and its officers, employees, agents, and officials from claims that goods, services, or deliverables provided under this PO infringe or misappropriate a third party's intellectual-property rights. Vendor must disclose in its offer any third-party license, royalty, or usage fee required to supply the goods or services.

8. Indemnification To the extent caused by Vendor's negligent acts or omissions, Vendor shall defend, indemnify, and hold harmless County and its officers, employees, elected and appointed officials, agents, attorneys, representatives, departments, divisions, districts, authorities, and affiliated entities from all claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising from PO performance.

9. Changes; Assignment County may change, without additional cost, the quantity or delivery location within Lake County for goods not yet shipped. All other changes must be in a written agreement signed by both parties.

County is not required to pay for defective goods, backorders, late deliveries, quantities exceeding the PO amount, or goods invoiced above the PO price. Vendor may not assign, transfer, or encumber this PO or any interest in it without County's prior written consent.

10. Notices Notices must be delivered by hand, qualified courier, or email to the address stated in this PO and are effective the day after transmission. Notices to County must be sent to: Office of Procurement Services, P.O. Box 7800, 315 W. Main Street, Suite 416, Tavares, Florida 32778 or purchasing@lakecountyfl.gov

11. No Waiver A party's failure to enforce any provision of this PO does not waive that provision or any other provision or limit that party's right to enforce the provision later.

12. Order of Precedence If this PO conflicts with an applicable Lake County contract, the contract controls.

13. Invoicing; Payment County will pay Vendor in accordance with the Florida Prompt Payment Act. All invoices, packing slips, delivery receipts, order acknowledgments, and related correspondence must identify the PO number.

Any additional or conflicting terms in Vendor's documents are void and have no effect. County may offset amounts Vendor owes County and may withhold payment on disputed invoices until the dispute is resolved. County has no obligation to pay Vendor's subcontractors directly.

14. Sovereign Immunity County retains all rights, protections, and limitations of sovereign immunity under section 768.28, Florida Statutes. Nothing in this PO waives County's sovereign immunity or expands County's liability beyond any statutory waiver or limitation. This PO does not create rights in any third party to assert a claim against County.

15. Taxes County is exempt from Florida sales tax. County's exemption certificate number is 85-8013874700C-1. A copy is available upon request.

16. Termination for Convenience County may terminate this PO, in whole or in part, for its convenience upon 30 days' written notice to Vendor.

17. Warranty Vendor warrants all goods are new, of good quality, free from defects, and conform to the PO and applicable specifications. Vendor further warrants all services will be performed professionally, competently, and in a workmanlike manner, and to County's reasonable satisfaction.

18. Public Entity Crimes Vendor acknowledges the restrictions in section 287.133, Florida Statutes. A person or affiliate placed on the convicted vendor list after conviction of a public entity crime may not be awarded or perform work under a contract with a public entity exceeding the category-two threshold in section 287.017, Florida Statutes, for 36 months after placement on that list.

19. Certification: Scrutinized Companies That Boycott Israel By accepting this PO, Vendor certifies that it is not on Florida's Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel, as required by section 287.135, Florida Statutes. Vendor acknowledges that a false certification may result in civil penalties, attorneys' fees, costs, and termination of this PO at County's option.

20. Human Trafficking Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Lake County, a governmental entity in the State of Florida, you are hereby acknowledging under penalties of perjury that you do not use coercion to employ any person for labor or services. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

21. E-Verify By providing any good or service to the County or accepting payment for same, Provider warrants and certifies it has registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees. Provider is subject to and agrees to abide by Sections 446.09 and 446.095, Fla. Stat. Provider shall not enter into a contract with a subcontractor without prior approval from the County; Provider will be required to comply with the provisions of Section 446.095, Fla. Stat.

22. Cyber Security If applicable, Contractor shall employ generally accepted industry security methods and internal security operating protocols to prevent intrusion into the service the Contractor provides to the County or interception of data or communications by unauthorized third parties. Such practices must include, without limitation: encryption of data for storage and for transmission; firewall protection; password protection; review of firewall logs and intrusion detection notifications on a daily basis; and update of virus definitions and security patches on an as-needed basis.

23. Per § 287.139, F.S. Vendor certifies it will not and does not utilize funds provided by County in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in § 125.595(1), F.S.