



CITY OF TREASURE ISLAND
 120 108th Avenue
 Treasure Island, FL 33706

PURCHASE ORDER

PO Number: 17-00859 **Date:** 02/08/2017
Request #: 17-00859 **Vendor #:** 02475

ISSUED TO: CALE AMERICA INC.
 13190 56TH COURT #401
 CLEARWATER, FL 33760-

SHIP TO: PUBLIC WORKS
 152 108TH AVE
 Treasure Island, FL 33706

ITEM	UNITS DESCRIPTION	VENDOR PART #	PRICE	PROJ	GL ACCOUNT NUMBER	AMOUNT
1	1 Pay Stations and Parking Meters		8,285.61		123-5300-64445	158,285.61
	11 Pay Stations with Light Bars \$76,450					
	6 Pay Stations with Light Bars and Optional Bill Changer \$47,700					
	29 Dual Meters \$25,085					
	6 Single Meters \$3,690					
	Receipt Paper (5 Boxes) \$625					
	1000 Tokens \$334.41					
	1000 Pre-Paid Mag Stripe Cards \$1.20					
	Training \$700					
	17 Pay Station Installation \$2,125					
	35 Meter Installation \$1,750					
	Shipping \$125					
	Total \$158,285.61					

Approved By: _____ **Date:** _____

SUBTOTAL:	158,285.61
TAX:	0.00
SHIPPING:	0.00
TOTAL	158,285.61

1. COD shipment will not be accepted
2. PO numbers must appear on packing slips and/or invoices, failure to comply may result in delayed payment.
3. The City is exempt from all federal excise – ID# 59-6000441 and Florida sales tax - use exempt # 85-8012621701C-9
4. This Purchase Order is 4 pages, including the City of Treasure Island's Purchase Order Terms & Conditions on pages 2,3 and 4

City of Treasure Island Purchase Order Terms & Conditions

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

INVOICING – Invoice(s) must be submitted 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 Treasure Island.

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 Treasure Island 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 Treasure Island 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 Treasure Island unless such provision is expressly agreed to and confirmed in writing by the City of Treasure Island through an amendment to these terms and conditions by the City of Treasure Island.

ASSIGNMENT – Any assignment of the work to be completed, in whole or in part, or any other interest hereunder, without the City of Treasure Island'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 Treasure Island an obligation to the assignee additional to the payment of monies, or to preclude the City of Treasure Island from dealing solely and directly with Vendor in all matters pertaining hereto, including the negotiation of amendments or settlements of amounts due.

WARRANTY – Vendor represents and warrants that the goods are merchantable, new, current, fully warranted by the manufacturer, and fit for the intended purpose. Delivered goods will comply with specifications and be free from defects in labor, material, and manufacture. All UCC implied and expressed warranties are incorporated in the Purchase Order. Vendor shall transfer all warranties to the City of Treasure Island.

VARIATION IN QUANTITY – The City of Treasure Island assumes no liability for material produced, processed or shipped in excess of the amount 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 Treasure Island.

RISK OF LOSS – Regardless of FOB point, vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

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 - The Vendor, in accepting this Purchase Order, agrees to assume liability for and indemnify, hold harmless and defend the City of Treasure

Island, its mayor, commissioners, public officials, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees and experts' 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 Treasure Island pursuant to this Purchase Order and such obligation shall survive acceptance of the goods and payment thereof by the City of Treasure Island.

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 Treasure Island shall have all remedies afforded by the Uniform Commercial Code (UCC).

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 Treasure Island, its commissioners, public officials, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees and experts' 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 experts' fees, and costs incurred by the City of Treasure Island in the enforcement of this indemnification provision. This includes claims made by the employees of Vendor against the City of Treasure Island and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11 of the 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. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity to which the City of Treasure Island, is entitled or the extent of any limitation of liability pursuant to Section 768.28 of the Florida Statutes. Furthermore, this provision is not intended to nor shall be interpreted as limiting or in any way affecting any defense the City may have under Section 768.28 of the Florida Statutes or as consent to be sued by third parties.

INSURANCE – Vendor shall maintain insurance acceptable to the City of Treasure Island in full force and effect throughout the term of this Purchase Order. The City of Treasure Island further reserves the right to require Vendor name the City of Treasure Island as an additional insured under any insurance policy required to be maintained pursuant to any bid, Request For Qualifications or Request For Proposal document or any signed agreement between the City and Vendor and to require that the City of Treasure Island be provided a certificate of insurance evidencing the required insurance, all in the City of Treasure Island's sole discretion.

INQUIRIES – Any inquiries relative to this Purchase Order should be directed to the Finance Department.

TAX EXEMPTION – The Florida State Sales Tax Exemption Number for the City of Treasure Island is noted on the front of this Purchase Order. Federal Excise Tax Exemption Number is available by contacting the Finance Department.

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 a new fiscal period, the City of Treasure Island shall notify the 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 Treasure Island.

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 solely in the Sixth Judicial Circuit in and for Pinellas County, Florida for state actions and solely in the United States District Court for the Middle District of Florida, Tampa Division for federal actions.

PUBLIC RECORDS RESPONSIBILITIES - Pursuant to Section 119.0701- of the Florida Statutes, for any tasks performed by Vendor as an agent of the City, Vendor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119- of the Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Purchase Order; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119- of the Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, to the City of Treasure Island, at no cost, all public records in possession of the Vendor within thirty (30) days after termination of this Purchase Order, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Purchase Order. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. Should Vendor receive a public records request, vendor agrees to immediately (within 24 hours) notify the city of such request. If Vendor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance. Vendor agrees it is acting as an agent for the City for public records compliance purposes, but for no other purpose unless otherwise provided in Vendor's purchase order

terms and conditions. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, CityClerk@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.**

NONDISCRIMINATION, During the performance of this PO, the vendor agrees as follows: (i) The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. (ii) The Vendor will furnish all information and reports required by the City of Treasure Island and will provide on request evidence to substantiate compliance with non-discrimination clauses of this PO. (iii) In the event of the Vendor's noncompliance with the clauses of this PO or with any such rules, regulations, or orders, this PO may be canceled, terminated, or suspended in whole or in part, and the Vendor may be declared ineligible for any future City of Treasure Island PO.

CODE OF ETHICS, Section 112.313 of the Florida Statutes provides the ethical standards for City personnel; and unethical conduct by others including bidders and vendors is grounds for debarment.

TERMINATION, The City of Treasure Island reserves the right to terminate the purchase order in whole or in part for default if Vendor fails to perform in accordance with any of the requirements of the purchase order. Any such termination will be without liability to the City except for completed items delivered and accepted by the City of Treasure Island.