

City of Seminole - Purchase Order Terms & Conditions

ACCEPTANCE/ENTIRE AGREEMENT - This Purchase Order contains the terms and conditions applicable to Vendor and the City of Seminole ("City"). Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by these Terms and Conditions. The City of Seminole ("City") and Vendor are not bound by additional provisions at variance herewith that may appear in the Vendor's quotation, acknowledgment, or any other communication from Vendor. For any conflict between Vendor's quotation and the Terms and Conditions of this Purchase Order, the Terms and Conditions of this Purchase Order will prevail and govern.

MODIFICATION – This Purchase Order may only be modified or amended upon mutual written agreement of the City and Vendor. No oral agreements or representations will be valid or binding upon the City or Vendor. No alteration or modification of these Purchase Order Terms and Conditions by Vendor, including substitution of product, will be valid or binding against the City. Neither party may 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, etc.) or by incorporating such terms onto the order, fiscal forms, or other documents forwarded by Vendor for payment. The City's acceptance of goods, services, or processing of documentation on forms furnished by Vendor will not constitute acceptance of the proposed modification to terms and conditions. No modification or waiver of terms of this Purchase Order will be binding unless in writing, signed by the City Manager or his/her delegee, or approved by the City Council if this Purchase Order exceeds the City Manager's purchasing authority, and confirmed by execution thereof by an authorized representative of Vendor.

QUALIFICATION - Vendor must qualify as a legal active federal assigned operating Seller (W-9).

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

INVOICING/PAYMENTS - Invoice(s) must be submitted to 9199 113th St. N. Seminole, FL 33772, Attn: Finance or emailed to AP@myseminole.org. The invoice must state the Purchase Order Number, unit price(s), extension(s), Total Purchase Amount and SHIP TO ADDRESS. Payment of all proper invoices will be made pursuant to Florida's Local Government Prompt Payment Act, sections 218.70 through 218.80, and Florida Statutes, as may be amended.

PRICES - The Purchase Order may not be filled at a higher price than last charged or quoted unless authorized in writing by the City. All deliveries and prices are F.O.B. destination. The City will not pay freight or express charges. Delivery must be made within the time stated in the Purchase Order.

WARRANTY — PRICE. Vendor warrants that the City shall not be billed at prices higher than stated on the Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by the City. Vendor represents that the price charged for the goods or services covered by this order is the lowest price charged by the Vendor to buyers of a class similar to the City under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Vendor agrees that any price reduction made in items covered by this order subsequent to the placement of this order will be applicable to this order.

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 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.

DELIVERIES – In the event of failure to deliver material of the quality or within the time specified, the City may cancel the Purchase Order and buy elsewhere. Failure of the City to exercise this option with respect to any installment will not be deemed a waiver with respect to future installments, if any. Time is of the essence in the filling of this Purchase Order. No delays in shipment of material or rendition of services will be permitted except as authorized by the City in writing. Vendor must notify the City at once of an anticipated delay. Excessive or unusual transportation charges caused by Vendor's inability to deliver by specified date and in specified quantities will be charged back to Vendor. The City's reserves the right to cancel this Purchase Order if the foregoing is not complied with. In the event of cancellation pursuant to this clause, the City may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Vendor will be liable to the City for any excess cost.

PACKING AND SHIPPING – All goods must be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges will be paid by the City for preparation, packing, crating, or cartage unless separately stated in the Purchase Order. All shipments to be forwarded on one day to one address must be consolidated and shipped to ensure lowest transportation charge. The City's count or weight will be final and conclusive on shipments.

INSPECTION – Materials must be received subject to the City's right to inspect and test all materials at destination before acceptance. 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. Vendor must also pay all costs of inspecting and testing of materials which are rejected.

ACCEPTANCE – Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Vendor's performance of any work or shipment of any materials covered by this order, without having received the City's express written assent to a modification of or addition to the terms hereof shall constitute Vendor's acceptance of these terms despite any language to the contrary in Vendor's quotation, acknowledgement, confirmation, or other communication made in response to this order, and such action by Vendor shall constitute a waiver of any such language. The City's silence or acceptance of any work performed or materials shipped shall in no event be deemed the City's acceptance of any terms contained in Vendor's quotation, acknowledgement, confirmation, or other communication received from Vendor which are different from or in addition to the terms hereof.

VARIATION IN QUANTITY - The City assumes no liability for material produced, processed or shipped in excess of the exact quantity specified in the Purchase Order.

RISK OF LOSS - Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered which may occur prior to delivery. Such loss, injury, or destruction will not release Vendor from any obligation to the City.

FORCE MAJEURE – Neither party will be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure will be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party; provided however, Force Majeure will not include COVID-19 or any variant thereof or a pandemic related thereto. For the avoidance of doubt, Force Majeure will also not include (1) financial distress or the inability

of either party to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a party's financial inability to perform its obligations hereunder. The obligations of the party affected by the event of Force Majeure (the "Affected Party") will be suspended, to the extent that those obligations are affected by the event of Force Majeure, from the date the Affected Party first gives notice in respect of that event of Force Majeure until cessation of that event of Force Majeure (or the consequences thereof). The Affected Party will use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Purchase Order. Upon the cessation of the event of Force Majeure, the Affected Party will promptly give notice to the other party of such cessation. If an event of Force Majeure will continue for more than thirty (30) consecutive calendar days, then the other party will have the right to terminate this Purchase Order without penalty.

COMPLIANCE WITH APPLICABLE LAWS - Vendor warrants that all applicable laws and regulations of government authority regarding the materials and/or services specified herein, including but not limited to the production, sale and delivery thereof, have been and will be complied with and must indemnify and save the City harmless from and against any liability or loss resulting from Vendor's failure to do so.

TAX EXEMPTION - The City is tax exempt. If Vendor prepays transportation charges, Vendor should not pay tax as the City will not reimburse Vendor for the taxes paid. The Florida State Sales Tax Exemption Number for the City is noted on the front of this Purchase Order. The Federal Excise Tax Exemption Number is available by contacting the City's Finance Department.

WARRANTIES - In addition to all warranties implied by fact or law, established by statute or common law, or set forth elsewhere in this Purchase Order, Vendor expressly warrants that all material and services covered herein must conform to all specifications, drawings, samples, and descriptions furnished or adopted by the City, and must be of best quality and fit and sufficient for the purpose for which purchased, and merchantable, of good material and workmanship and free from all patent and latent defects. The City's failure to give notice to Vendor of any breach of warranty will not discharge Vendor's liability thereof. Without limiting the foregoing, Vendor agrees to be responsible for all defects in design, workmanship, and materials which may become apparent within twelve (12) months of receipt by the City. All warranties must survive inspection, test, acceptance of and payment by the City. In the event of breach of warranty, the City may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the City. In the event that Vendor is unable to correct or replace the same, the City, at its elect, may correct or replace the same and Vendor must reimburse the City for the full cost of making such correction or replacement. All UCC implied and expressed warranties are incorporated into the Purchase Order and Vendor must transfer all warranties to the City.

INQUIRIES - Any inquiries related to this Purchase Order should be directed to the City's Finance Department.

INTELLECTUAL PROPERTY - Vendor, in accepting this Purchase Order, agrees to assume liability for and indemnify, hold harmless and defend the City, its public officials, 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 the City's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with City's licensing of any software, hardware, uploads or downloads delivered to the City pursuant to this Purchase Order and such obligation must survive acceptance of the goods and payment thereof by the City.

PERMITS/LICENSES - Vendor is responsible for obtaining and maintaining any permits/licenses necessary to complete the work covered by this Purchase Order, at its own expense, prior to starting any work under this Purchase Order and throughout the term of this Purchase Order.

HEADINGS AND SECTIONS – The headings and section references in this Purchase Order are inserted only for the purpose of convenience and will not be construed to expand or limit the provisions contained in such sections.

CITY PREMISES – If this Purchase Order requires Vendor services on the City's premises Vendor and all Vendor's representatives, agents, contractors, suppliers, and the like must be subject to all safety rules, laws, and regulations, and Vendor will be solely responsible for ensuring such compliance and the City has no authority to direct the means and methods of such compliance. Vendor must keep all materials and premises free from any lien for materials and labor incident to the performance of this Purchase Order.

ASSIGNMENT - Any assignment of the work to be completed, in whole or in part, or any other interest under the Purchase Order, without the City's written consent, except an assignment confined solely to monies due or to become due, is void. It is expressly agreed that any assignment of monies will be void to the extent that it attempts to impose upon the City an obligation to the assignee additional to the payment of monies, or to preclude the City from dealing solely and directly with Vendor in all matters pertaining to the Purchase Order, including the negotiation of amendments or settlements of amounts due. Such consent will not relieve Vendor from its obligations and liabilities under this Purchase Order.

INDEMNIFICATION - The parties recognize that Vendor is an independent contractor. Vendor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, public officials, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, consultant 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 under this Purchase Order will include all attorneys' fees and experts' fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of Vendor against the City and Vendor waives its entitlement, if any, to immunity under Section 440.11 of the Florida Statutes. The obligations contained in this provision will survive termination, cancellation or expiration of this Purchase Order and will not be limited to the amount of any insurance required to be obtained or maintained under this Purchase Order. Notwithstanding anything contained in this Purchase Order to the contrary, this indemnification provision will not be construed as a waiver of any immunity to which the City is entitled or the extent of any limitation of liability pursuant to Section 768.28 of the Florida Statutes. Furthermore, this provision is neither intended to nor will 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. The City does not agree to indemnify, hold harmless or defend Vendor whatsoever.

INFRINGEMENT OF PATENTS, TRADEMARKS OR COPYRIGHTS - The Vendor, in accepting this Purchase Order, represents and warrants that the products and services provided do not infringe on patent, trademark, copyright or any other intellectual property of any third party, and agrees to assume liability for and indemnify, hold harmless and defend the City, 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 pursuant to this Purchase Order and such obligation will survive acceptance of the goods and services and payment by the City.

ATTORNEY'S FEES – Should the City be forced to retain an attorney to enforce any provisions of this Purchase Order, or engage in any litigation over this Purchase Order, should the City succeed, the City will be entitled to recover its reasonable attorneys' fees, costs, charges, and expenses expended or incurred in pursuit of all such claims at every level, including pre-suit, pre-trial, trial, and appeal and including any litigation over entitlement to or amount of attorneys' fees and costs owed.

INSURANCE — Vendor must maintain insurance acceptable to the City in full force and effect throughout the term of this Purchase Order. The City further reserves the right to require Vendor name the City as an additional insured under any insurance policy and to require that the City be provided a certificate of insurance evidencing the required insurance, all in the City's sole discretion.

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 will be deemed separate, distinct, and independent and such holding will not affect the validity of the remaining portion of the Purchase Order.

FISCAL NON-FUNDING - In the event sufficient budgeted funds are not available for a new fiscal period, the City will notify Vendor of such occurrence, and this Purchase Order will terminate on the last day of the current fiscal period without penalty or expense to the City.

OCCUPATIONAL SAFETY AND HEALTH ACT - Vendor represents that all goods and/or services sold or furnished to the City hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder, (herein collectively called "OSHA Requirements") and Vendor agrees to indemnify and hold harmless the City against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by the City as a result of any violation of or noncompliance with any OSHA Requirements caused or contributed to by the failure of such goods or services to so comply. Vendor further certifies that, if the material, equipment, etc. delivered is subsequently found to be deficient in any OSHA Requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements will be borne by Vendor. In accordance with OSHA Hazardous Communications, it is 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.

VENUE AND APPLICABLE LAW - This Purchase Order and its associated Terms and Conditions will be construed by, interpreted in accordance with, 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 will 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.

E-VERIFY – Vendor must comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Purchase Order. Vendor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Vendor. Vendor may not enter into a contract with a subcontractor to perform work under this Purchase Order unless and until the subcontractor registers with and uses the E-Verify system. If Vendor enters into a contract with a subcontractor to perform work under this Purchase Order, Vendor must obtain a properly executed

affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor must maintain copies of all such affidavits for the duration of this Purchase Order. City may terminate this Purchase Order for cause if City determines that Vendor or Vendor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. City will terminate this Purchase Order for cause if City has a good faith belief that Vendor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but City determines that Vendor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, City will notify Vendor as such, and Vendor must immediately terminate Vendor's contract with said subcontractor. If this Purchase Order is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Purchase Order by the City and may not be considered as such; (b) Vendor may not be awarded a public contract for at least 1 year after the date on which the Purchase Order is terminated; and (c) Vendor is liable for any additional costs incurred by the City as a result of the termination of the Purchase Order. Vendor agrees that Vendor does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

NONDISCRIMINATION - During the performance of this Purchase Order, Vendor agrees as follows: (i) 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 will include, but not be 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. 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) Vendor will furnish all information and reports required by the City and will provide on request evidence to substantiate compliance with non-discrimination clauses of this Purchase Order. (iii) In the event of Vendor's noncompliance with the clauses of this Purchase Order or with any of such rules, regulations, or orders, this Purchase Order may be canceled, terminated, or suspended in whole or in part, and the Vendor may be declared ineligible for any future City Purchase Order.

PUBLIC ENTITY CRIMES/SCRUTINIZED COMPANIES - By accepting this Purchase Order, Vendor is confirming that neither Vendor nor its subcontractors have been placed on the convicted vendors list or the discriminatory vendor list as described in sections 287.133 and 287.134, Florida Statutes, as may be amended. Additionally, by engaging in business with the City, Vendor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time Vendor submitted its quote and/or proposal for this Purchase Order, as of the effective date of this Purchase Order, and as of the effective date of any renewal of this Purchase Order. Notwithstanding anything contained in this Purchase Order to the contrary, the City may terminate this Purchase Order immediately if: (1) Vendor is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination will be in addition to any and all remedies available to the City at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, section 287.135, Florida Statutes, as may be amended.

TERMINATION - The City reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this Purchase Order. The City 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, or Vendor becomes insolvent or suspends any of its operations, or if any petition is filed or proceeding commenced by or against Vendor under state or federal law related to bankruptcy. In the event of any breach or noncompliance by any of Vendor's agents, suppliers, manufacturers, resellers, and/or subcontractors of this Purchase Order, the City may terminate this Purchase Order and Vendor will be directly and wholly responsible for any such breach or noncompliance and will bear all attributable costs. If the service being provided is information technology on a subscription basis, either party may terminate this Purchase Order with or without cause upon 30-days written notice. Any termination will be without liability to the City except for completed items delivered and accepted by the City.

SECTION 287.05701, FLORIDA STATUTES – Vendor is hereby notified, pursuant to section 287.05701, Florida Statutes, as may be amended, that the City may not give preference to a vendor based on the vendor's social, political, or ideological interests, nor may the City not request documentation of or consider a vendor's social political, or ideological interests when determining if a vendor is a responsible vendor.

PUBLIC RECORDS - Pursuant to Section 119.0701 of the Florida Statutes, for any tasks performed by Vendor as an agent of the City, Vendor must: (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, 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 EXT. 229, clerk@myseminole.org, AND CITY HALL, 9199 113th St. N., SEMINOLE, FL, 33772.

FOREIGN COUNTRY OF CONCERN DISCLOSURES – If the value of goods and services under this Purchase Order is \$100,000 or more, then, pursuant to section 286.011, Florida Statutes, as may be amended, Vendor must disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined herein, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas

Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such Foreign Country of Concern. Vendor's disclosures must include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Vendor represents that within one (1) year before proposing any agreement, including but not limited to this Purchase Order, to the City, Vendor provided a copy of such disclosure to the Florida Department of Financial Services. Additionally, pursuant to section 287.138, Florida Statutes, and rule 60A-1.020, Florida Administrative Code, as may be amended, if the work performed hereunder grants Vendor access to any individual's personal identifying information, prior to commencing any work hereunder, Vendor must provide the City with an affidavit signed by an authorized representative of Vendor under penalty of perjury using Florida Department of Management Services Form PUR 1355, Foreign Country of Concern Attestation.

ANTI-HUMAN TRAFFICKING ATTESTATION – By executing this Purchase Order, pursuant to section 786.06, Florida Statutes, Vendor certifies, represents, and warrants that it does not use coercion for labor services, as those terms are defined in section 786.06. Vendor will provide the City an affidavit signed by an officer or representative of Vendor under penalty of perjury attesting that Vendor does not use coercion for labor or services. Notwithstanding anything contained in this Purchase Order to the contrary, the City may terminate this Purchase Order immediately if Vendor is found to have submitted a false attestation. Such termination shall be in addition to any and all remedies available to the City at law or in equity. (Attestation forms can be notarized by city staff during normal business hours at no charge.)

UNITED STATES-PRODUCED IRON AND STEEL IN PUBLIC WORKS PROJECTS – All iron or steel products included in this order must be produced in the United States, which means that all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives. See section 255.0993, Florida Statutes.

COMMON CARRIER ATTESTATION – Vendor attests that it is not willfully providing any service in furtherance of transporting a person into the State of Florida knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. Vendor must complete Florida Department of Management Services Form PUR 1808, Common Carrier or Contracted Carrier Attestation Form, incorporated by reference into rule 60A-1.020, F.A.C., and submit the completed form to the City. Notwithstanding anything contained in this Purchase Order to the contrary, the City may immediately terminate this Purchase Order for cause if Vendor fails to make its attestation or is found in violation of its attestation. Such termination shall be in addition to any and all remedies available to the City at law or in equity.

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the City of Treasure Island. The undersigned, on behalf of

_____ (“Contractor”), hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Treasure Island from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **“Coercion”** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** 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; **(4)** 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; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** 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.
- **“Labor”** means work of economic or financial value.
- **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed,
Printed or Stamped

My Commission Expires: _____