

CITY OF PLANTATION



STANDARD PURCHASE ORDER TERMS AND CONDITIONS

The following Terms and Conditions are applicable to each Purchase Order ("PO") entered into by and between the City of Plantation ("CITY") and Vendor, as named on this PO (hereinafter "Vendor"), for the one-time purchase of certain commodities or the provision of one-time services. Hereafter, CITY and Vendor may be collectively referred to as "Parties." Unless otherwise agreed to by the Parties in a signed formal executed agreement, these Terms and Conditions shall prevail over any of Vendor's general terms and conditions of sale to the extent that such terms are inconsistent, regardless whether or when Vendor has submitted its sales confirmation or such terms. These Terms and Conditions may only be amended or modified in a writing stating specifically that it amends these Terms and Conditions and is signed by an authorized representative of each party. City reserves the right to require Vendor to agree to additional terms in a formal executed agreement governing the services or goods to be provided herein. Fulfillment of this PO constitutes acceptance of these terms. Acceptance shall be presumed unless Vendor provides rejection, in writing, to CITY within ten (10) calendar days of receipt of this PO. If any term or provision of this PO is invalid or inapplicable, such invalidity or unenforceability shall not affect any other term or provision of this PO.

1. Acceptance of this Purchase Order, including the terms and conditions set forth herein, shall constitute the formation of a binding and enforceable contract between CITY and Vendor. CITY hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by the CITY. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.
2. **Non-Exclusive:** This Purchase Order is non-exclusive. CITY does not guarantee any minimum purchase other than as provided herein
3. Packing Slip shall be enclosed with all orders and have the purchase order number appear on all paperwork.
4. **CANCELLATION.** Time is of the essence in this order. CITY reserves the right to cancel this order, or any portion of this order, without liability, if; (1) delivery is not made when and as specified; (b) Vendor fails to meet contract commitments as to exact time, price, quality or quantity; (c) Vendor ceases to conduct its operation in the normal course of business; (d) Vendor is unable to meet its obligations as they mature; (e) proceedings are instituted against Vendor under the bankruptcy laws or any other laws relating to the relief of creditors; (f) a receiver is appointed or applied for by Vendor; or (g) any assignment is made by Vendor for the benefit of creditors. CITY also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code then in effect in the State of Florida.
5. If pricing is different than specified on the Purchase Order, the CITY must be notified in writing by Vendor prior to shipment of item, if it is not specially manufactured or is in commencement of manufacturing. If it is specially manufactured, the CITY may approve different pricing or cancel the order. Failure by Vendor to notify the Buyer of different pricing in writing as required by this paragraph shall enable the CITY to purchase the material in accordance with this Purchase Order or cancel the purchase without penalty before materials are accepted after delivery.
6. **INVOICE.** A separate invoice shall be issued for each shipment. Unless otherwise specified on this order, no invoice shall be issued prior to shipment of the goods and no payment shall be made prior to receipt of both the goods and a correct invoice. Applicable discount periods shall be computed from the date of receipt of the goods and a correct invoice to the date Buyer's check is mailed. Unless freight and other charges are itemized, discount shall be taken on the full amount of invoice.
7. **WARRANTIES.** Vendor warrants that:
 - a. Price. The prices for the goods sold to CITY under this order are not less favorable than those currently extended to any other customer for the same or like articles in comparable or less quantities.
 - b. Quality.
 - i. The Vendor shall, upon acceptance of the good or service by the CITY, transfer all manufacturer warranties for the goods and services purchased in the Purchase Order to the CITY.
 - ii. The Vendor warrants to the CITY that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.
 - iii. The Vendor warrants against defective or faulty workmanship of Vendor installed or crafted equipment or materials which appear within one (1) year after final acceptance of the goods and services by the CITY.
8. The delivery schedule is 8AM-4PM, Monday through Friday, excluding holidays listed by the CITY. Items not delivered in accordance with the delivery schedule and date as reflected in the bid or purchase order, are subject to refusal by the CITY and will be redelivered at the Vendor's expense.
9. **INDEMNITY**
 - a. Patent Indemnity. Vendor, at its expense, shall protect, defend and indemnify Buyer, Buyer's customers, and the users of Buyer's goods against all claims and proceedings alleging infringement of any United States or foreign patent by any goods delivered under this order, and Vendor shall hold them harmless from any resulting liabilities and losses, provided Vendor is reasonably notified of such claims and proceedings. Vendor's obligation shall not apply to goods manufactured pursuant to detailed designs furnished by Buyer nor to any infringement arising from the use or sale of goods in combination with goods not delivered by Vendor if such infringement would not have occurred from the use or sale of such goods solely for the purpose for which they were designed or sold to Buyer. Vendor's obligation shall extend to the U.S. government only if and to the extent Buyer has agreed to indemnify the U.S. Government.
 - b. General Indemnity. A Vendor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
 - i) The performance of this Agreement (including any amendments thereto) by Vendor, its employees, agents, representatives or subcontractors; or (ii) The failure of Vendor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Vendor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the

Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Vendor, its employees, agents, representatives, or subcontractors; or (v) Vendor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

- b) The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Vendor pursuant to this Agreement or otherwise obtained by Vendor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
10. All items purchased are FOB Destination with such destination being designated on the purchase order, transportation charges prepaid; No extra charges will be allowed for boxing, crating, packaging, insurance, transportation, assembling and in-place installation unless otherwise indicated on the purchase order. CASH ON DELIVERY WILL NOT BE APPROVED.
11. **ASSIGNMENTS.** No assignment of any rights, including rights to money due or to become due hereunder, or delegation of any duties under this order shall be binding upon CITY until its written consent has been obtained.
12. **INSTALLATION.** If this PO requires Vendor to furnish services of its supervisor expert or other employee in connection with the installation or any other matter under this order to perform work on CITY 's premises, Vendor agrees, whether or not a separate charge is made therefore, that such supervisor, expert or other employee of Vendor, in performing such services, is not and shall not be deemed to be the agent or employee of CITY. Vendor assumes full responsibility for its acts and omissions and agrees to save CITY harmless from any claims whatever arising therefrom. Vendor assumes exclusive liability for any payroll or other taxes imposed upon the employer by a Federal or State law.
13. **CHANGES AND DISCREPANCIES.** Any discrepancies, omissions or lack of clarity in drawings, specifications, or purchase orders, must be referred to the CITY for written interpretation before this order is processed. CITY shall have the right at any time before completion of the order, to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause an increase or decrease in price or in the time required for performance, Vendor shall promptly notify CITY thereof in writing and equitable adjustment shall be made. Changes shall not be binding upon CITY unless evidenced by a purchase order change notice and issued and signed by CITY.
14. **FORCE MAJEURE.** Vendor shall not be liable for any delay or failure to deliver any or all of the goods covered by this purchase order in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm or any act of God, failure of crops or supplies, delays of common carriers, embargoes, or other causes beyond Vendor's reasonable control. Similarly, CITY shall not be liable for failure to take delivery of the goods for any of the above causes, or other causes beyond Buyer's reasonable control if they render it commercially impracticable for Buyer to receive or use the goods on a timely basis. Where only a part of Vendor's capacity to perform is excused under this paragraph, Vendor must allocate production and deliveries among itself and its various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Vendor or CITY claims an excuse of nonperformance under this paragraph, it must give notice in writing to the other party. Vendor shall not be obligated to sell nor CITY obligated to purchase at a later date that portion of the goods that Vendor is unable to deliver or CITY is unable to receive or use because of any of the aforementioned causes. No goods are to be tendered by Vendor after expiration of the terms specified in this purchase order without consent of CITY.
15. **TERMINATION FOR CONVENIENCE.** The CITY shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason. Such termination shall be effective by

written notice from the CITY to the Vendor, specifying the extent and effective date of the termination. The Vendor shall submit a written request for incurred costs for work performed through the date of termination, and shall provide any substantiating documentation requested by the CITY.

16. **TERMINATION FOR DEFAULT.** Upon failure to perform this Purchase Order under its terms, the CITY will provide written notice to the Supplier of the breach, and the Supplier will have a reasonable time (as stated in the CITY's written notice) in which to cure the breach. Failure to cure within the stated time will subject the Supplier to a default termination, with no liability to the CITY. The CITY will retain all rights to common law breach of contract remedies.
17. All correspondence referring to this PO must be addressed to the CITY of Plantation ordering Buyer.
18. All credit adjustments must be made by check or credit memo directly to the CITY.
19. The Vendor shall preserve and make available all relevant transaction documents relating to the purchase for a period of three years after termination or performance. If an audit has been initiated and audit findings have not been resolved at the end of these three years, the records shall be retained until resolution of the audit finding.
20. If the purchased items are classified as Toxic or Hazardous Substances under Chapter 442-Florida Statutes, Vendor must submit copies of Material Safety Data Sheets for each substance to delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements may result in delay of payment.
21. This PO sets forth rights and remedies of and to The CITY that are different than those otherwise set forth in the Florida Uniform Commercial Code. To that extent, such CITY rights and remedies shall be supplemental and additional to those otherwise afforded by such governing law.
22. Discount terms are as set forth in the Form. If no terms are specified, the net amount shall be payable within 30 days after the later of (i) delivery and acceptance of goods or other performance conforming to the terms of this PO and (ii) invoicing. Except as otherwise provided in the PO, the price includes all applicable Federal, State and local taxes and duties. Vendor assigns to CITY all rights to refunds of sales and use taxes paid in connection with this Purchase Order and agree to cooperate with CITY in the processing of any refund claims. Unless expressly otherwise provided in the Form, CITY shall not be liable for any shipping, handling, fuel surcharges or similar fees.
23. **APPLICABLE LAW.** This PO shall be governed by the laws of the State of Florida.
24. **SUPPLEMENTAL TERMS.** The supplemental terms attached hereto, if any, shall constitute a part of this order.
25. **PAYMENT:**
- By accepting this PO, the Vendor agrees that payment terms shall be Net 30 unless otherwise stated. All payments shall be governed by the Local Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes as amended. Vendor shall render an original invoice to the CITY's requesting Department as indicated by the requester or on the front of the Purchase Order. If no "Bill To" address has been provided, please send invoices: Accounts Payable, 400 NW 73rd Avenue Plantation, FL 33317.
26. **TAXES:**
- The CITY is exempt from Federal and State taxes for tangible personal property. Vendors doing business with the CITY, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor be authorized to use the CITY's Tax Exemption Number in securing such materials.

27. FLORDIA BUSINESS CORPORATION ACT:

The City requires all Vendor(s) who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

28. PERMITS:

The Vendor shall secure and pay for all maintenance of traffic (MOT), construction permits and licenses, etc. and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all public utility charges or fees to other government agencies, where applicable.

29. PERFORMACE STANDARDS:

The Vendor shall perform the work using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Th Vendor represents to the CITY that the vendor retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the work in accordance with the PO.

30. OMISSIONS IN SPECIFICATIONS

The Specifications and/or Statement of Work contained within the Solicitation describe the various functions and classes or work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the Specifications and/or Statement of Work shall not relieve the Vendor from furnishing, installing, or performing such work, where required, to the satisfactory completion of the project.

31. EXCUSABLE DELAYS

The CITY may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the CITY and such delay or failure to perform is due to Uncontrollable Forces. "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this PO and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Such a grant for additional time must be in writing as an amendment to this PO.

32. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam

molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

- C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.
- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

33. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Vendors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, and that the CITY did not consider a Bidder's social, political, or ideological interests when determining if the Bidder was a responsible Bidder. Bidders are further notified that the CITY's governing body did not give any preference to a Bidder based on the Bidder's social, political, or ideological interests.

34. INSURANCE:

The Vendor of services must have secured and maintained the required amount of \$1,000,000 general and \$1,000,000 automobile liability limits and must list the CITY as an additional insured of this coverage. The Vendor must have worker's compensation coverage as required by law. (The City requires a "wavier of subrogation" for all Workers Compensation Coverage). If any services provided pursuant to this purchase order require the Vendor to be professionally licensed, the Vendor shall obtain a minimum professional liability coverage in the amount of \$1,000,000. Any exception to the above stated limits or other requirements must be endorsed and approved by the CITY. Vendor shall provide a copy of the Certificate of Insurance to the CITY upon the CITY's request. Any subvendor utilized by Vendor must maintain all similar such insurance required of the Vendor hereunder. CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this PO. If the CITY intends to modify or revise the insurance requirements under this PO, the Parties shall work together in good faith to review and mutually agree upon the intended changes and shall execute an amendment to this PO which memorializes the same.

CITY OF PLANTATION



SUPPLEMENTAL PURCHASE ORDER TERMS AND CONDITIONS

The following Supplemental Terms and Conditions are applicable to each Purchase Order ("PO") entered into by and between the City of Plantation ("CITY") and Vendor, as named on this PO (hereinafter "Vendor"), for the one-time purchase of certain commodities or the provision of one-time services. Hereafter, CITY and Vendor may be collectively referred to as "Parties." Unless otherwise agreed to by the Parties in a signed formal executed agreement, these Supplemental Terms and Conditions shall prevail over any of Vendor's general terms and conditions of sale to the extent that such terms are inconsistent, regardless whether or when Vendor has submitted its sales confirmation or such terms. These Supplemental Terms and Conditions may only be amended or modified in a writing stating specifically that it amends these Supplemental Terms and Conditions and is signed by an authorized representative of each party. City reserves the right to require Vendor to agree to additional terms in a formal executed agreement governing the services or goods to be provided herein. If any term or provision of this PO is invalid or inapplicable, such invalidity or unenforceability shall not affect any other term or provision of this PO.

1. SCRUTINIZED COMPANY CERTIFICATION

By acceptance of this PO the Vendor is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Vendor understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2. APPLICABLE LAW. This PO shall be governed by the laws of the State of Florida.

3. PUBLIC RECORDS: Vendor expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
- (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 cost provided in this Florida's Public Records law 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, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
- (e) **If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, Contractor shall contact the CITY's custodian of public records at CITY Clerk's Office, (954) 797-2237. abeggerow@plantation.org, 400 NW 73rd Avenue, Plantation FL 33317.**

4. PUBLIC AGENCY CONTRACTING

Vendor certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a

contract unless each party to the contract registers with and uses the E-Verify system.

- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

- (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

5. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Vendors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, and that the CITY did not consider a Vendor's social, political, or ideological interests when determining if the Vendor was a responsible Vendor. Vendor are further notified that the CITY's governing body did not give any preference to a Vendor based on the Vendor's social, political, or ideological interests.

6. COMPLIANCE WITH FOREIGN ENTITY LAWS

The Vendor hereby attest under penalty of perjury the following

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes).
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes).
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes).
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real

H. property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

7. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the Vendor listed herein ("Vendor"), hereby attests under penalty of perjury that:

- A. The Affiant is an adult resident of the State of Florida.
- B. The Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
- C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

SUPPLEMENTAL PURCHASE ORDER TERMS AND CONDITIONS

IN WITNESS WHEREOF, this Standard Purchase Order Terms and Condition Document is hereby signed as of the date indicated.

Witness

(Authorized Signature in Ink or Electronic)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Company Name)

(Date Signed)

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 _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

As the person authorized to sign the statement, I certify that this Vendor acknowledges and complies fully with the above standard purchase order terms and conditions.