

Appendix E: Department Purchase Order (DPO) Form



Hillsborough County
Florida
Board of County Commissioners

**THIS ORDER NOT
TO EXCEED \$10,000**

Sample

PLEASE ENTER THIS ORDER SUBJECT TO THE TERMS AND CONDITIONS HEREON AND ON REVERSE

1. The Purchase Order number must be included with all deliveries, invoices, packing slips and correspondence.
2. TAXES: Counties are exempt from Federal Taxes on Transportation charges and any Federal Excise Tax (No. 59-6000661). If you are to prepay charges, do not pay tax as County will not reimburse you for taxes paid.
3. Questions concerning delivery of this order should be directed to the Department Contact shown on the order.
4. Goods or services provided without a Purchase Order will not be an obligation of Hillsborough County.

HILLSBOROUGH COUNTY DEPARTMENT OF PROCUREMENT SERVICES
TERMS AND CONDITIONS

THE VENDOR, IN ACCEPTING THIS ORDER, AGREES TO AND SHALL BE BOUND BY ALL OF THE FOLLOWING TERMS AND CONDITIONS:

1. The content and conditions of this purchase order may not be modified by any verbal understanding. Any changes must be in writing and approved by the Department of Procurement Services of Hillsborough County, Florida.
2. ALL INVOICES, PACKING LISTS AND PACKAGES MUST BEAR THIS PURCHASE ORDER NUMBER AND THE REQUESTING DEPARTMENT AS PRINTED ON THE FACE OF THE PURCHASE ORDER. ALL INVOICES MUST HAVE A UNIQUE INVOICE NUMBER, DATE, AND PRICING BY LINE ITEM AND UNIT PRICE THAT ARE CONSISTENT WITH THE PURCHASE ORDER. UNIT PRICES SHALL NOT EXCEED PAST FOUR DECIMAL PLACES. IMPROPER INVOICES WILL BE RETURNED TO THE VENDOR.
3. ORIGINAL INVOICES MUST BE MAILED TO "BILL TO" ADDRESS ON THE FACE OF THE PURCHASE ORDER. A DUPLICATE COPY OF THE INVOICE SHOULD ALSO BE MAILED TO THE REQUESTING DEPARTMENT ADDRESS.
4. Payment for commodities and/or services will be made upon receipt of a proper invoice as defined in the Hillsborough County Prompt Payment Procedures, which are on file at the Board of County Commissioners Accounting Department, County Center, 601 E. Kennedy Blvd., 12th Floor, Tampa, Florida 33602.
5. Materials rejected by Hillsborough County (the COUNTY) will be returned to the VENDOR at the VENDOR'S risk and expense. The COUNTY shall not be liable or otherwise responsible for any re-stocking charges unless prior approval has been issued by the COUNTY pursuant to item one above.
6. Cash discounts will be deducted as provided for on the face of this purchase order or in accordance with the terms of the VENDOR'S quotation or bid.
7. Acceptance by the VENDOR of this order includes acceptance of all items, conditions, prices, delivery instructions and specifications as shown on the order or attached to or referred to, and which are made a part hereof by reference, as fully and to the same extent as if copied at length herein. In the event of a conflict or discrepancy between this purchase order and any referenced contract document, if one exists, the contract document shall govern.
8. All shipments by the VENDOR must be F.O.B Destination, unless otherwise authorized in writing by the COUNTY. Any F.O.B. Shipping Point shipments are to be PREPAID with the freight charges added to the invoice and with a copy of the freight bill attached. THE COUNTY WILL NOT ACCEPT COLLECT SHIPMENTS.
9. In accordance with law, the COUNTY reserves the right to cancel all or part of this purchase order should delivery by the VENDOR not be made within the time specified.
10. VENDORS are expected to satisfy all purchase orders in one shipment unless otherwise authorized by the COUNTY in writing. Excessive and unauthorized partial shipments may result in VENDOR suspension.
11. VENDORS are not authorized to deliver any commodities or services which exceed the written authority of this purchase order, unless the order is modified pursuant to the terms expressed in above item one. VENDORS violating this condition may be subject to suspension according to the COUNTY'S Purchasing Policies and such VENDORS may forfeit their right to compensation for such commodities and services.
12. INDEMNIFICATION CLAUSE: (PATENT OR COPYRIGHT) - The VENDOR shall indemnify and hold harmless, and defend the COUNTY and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by VENDOR during or after completion of the Work. These obligations shall survive acceptance of any commodities and/or performance and payment therefore by the COUNTY.
13. INDEMNIFICATION CLAUSE: (GENERAL LIABILITY) - The VENDOR shall indemnify, hold harmless, and defend the COUNTY and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the VENDOR, or anyone performing any act required of VENDOR in connection with performance of the Contract awarded pursuant to this order. These obligations shall survive acceptance of any commodities and/or performance and payment therefore by the COUNTY.
14. Any dispute or contractual right regarding this purchase order shall be governed by Florida Law. In the event of a lawsuit by the VENDOR the venue of such lawsuit shall be in Hillsborough County, Florida and the VENDOR waives whatever rights it has in the selection of venue.
15. The VENDOR shall have in its possession any applicable permits, licenses, etc. that may be required by Federal, State, County, or local law to furnish products or services under the scope of this purchase order. The VENDOR shall be in compliance with all zoning and other ordinances in the performance of the awarded Contract.
16. Hillsborough County hereby notifies all Vendors that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBES) will be afforded a full opportunity to participate in any award made by Hillsborough County and will not be subjected to discrimination on the basis of race, color, sex or national origin.
17. The VENDOR will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the VENDOR for a minimum of six (6) years from the date of termination of this contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this contract and during the period of six (6) years thereafter. This six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) year period. Such activity shall be conducted only during normal business hours. The COUNTY, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the VENDOR as concerns the aforesaid records and documentation.