

# PURCHASE ORDER

## 19-0021



Hillsborough Area Regional Transit Authority

[www.goHART.org](http://www.goHART.org)

**Vendor:**

HOLLAND AND KNIGHT LLP  
PO BOX 864084  
ORLANDO FL 32886-4084  
(813) 901-4180 (Phone)

**Date Ordered:** 09/27/2018

**Freight Terms:** FOB DESTINATION

**Contract No.:**

**Invoice To:**

Hillsborough Transit Authority  
Attn: Accounts Payable  
1201 E 7TH AVENUE  
TAMPA FL 33605  
or e-mail AP@GOHART.ORG

**Delivery Address:**

Attn: 21st Avenue  
4305 E. 21st Avenue  
Tampa FL 33605

Item	Vendor Part #	Description	Expected Date	Qty	Unit	Unit Cost	Total
01-BASE YEARS (2) IN ACCORDANCE WITH CONTRACT VC00000761	01-BASE YEARS (2)	State Government Relations Services	10/01/2018	48,000.00	EA	\$1.00000	\$48,000.00

<b>Total</b>	<b>\$48,000.00</b>
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**For questions relating to this order, please contact:**

DARLENE LOLLIE at 813-384-6349

Email: [lollied@gohart.org](mailto:lollied@gohart.org)

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## Purchase Order Terms And Conditions

1. **Acceptance.** This order becomes the exclusive agreement between the parties, subject to the terms and conditions herein. Acceptance of this order must be in strict accordance with its terms, including these terms and conditions. Any additional or different terms or conditions expressed in the acceptance shall be void and of no effect unless accepted in writing by the Authority. No changes in, modifications of, or revisions to, this order shall be valid unless in writing and signed by the Contracting Officer.

2. **Definitions.** As used herein, "Authority" means the Hillsborough Transit Authority (HART), and "Seller" means the party identified on the face of this order. The "Contracting Officer" means the person executing this order on behalf of the Authority, his duly appointed successor, and his authorized representative acting within the limits of his authority. "Delivery" shall mean completion and acceptance if this order is for supplies, services or construction.

3. **Delivery.** Time and rate of deliveries are of the essence of this order. Seller's failure to deliver at the time and rate specified shall be the basis for rejection and default termination by the Authority.

4. **Changes.** The Contracting Officer shall have the right, without notice to sureties, to make changes in this order by a notice in writing to the Seller. If such changes cause an increase or decrease in Seller's cost of or time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim for equitable adjustment must be asserted by the Seller within 30 days from the date of receipt of the change order. Failure to agree on any adjustment shall be resolved under the Disputes Clause hereof, and nothing contained in this clause shall relieve the Seller from proceeding without delay in the performance of this order as changed.

5. **Inspection and Acceptance.** Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Seller unless the loss results from negligence of the Authority. Notwithstanding any requirements for inspection and test by the Authority contained elsewhere in this order, except where specialized inspections or tests are specified for performance solely by the Authority, the Seller shall perform or have performed the inspections and tests required to substantiate that the supplies, services, and construction provided under this order conform to the drawings, specifications, and other requirements listed herein, including, if applicable, the technical requirements for the manufacturers' part numbers specified herein.

6. **Disputes.** Except as otherwise provided in this Contract, disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Contracting Officer who shall reduce his or her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless within thirty (30) days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the Board of Directors. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The Board of Directors may conduct a review of the Contracting Officer's decision, or the Board of Directors, at its discretion, may refer the matter to an Administrative Law Judge appointed by the Florida Division of Administrative Hearings for a hearing on all or part of the issues raised in any dispute. Appeals may be made to the Federal Transit Administration of the U.S.

Department of Transportation only if all remedies at the local level have been exhausted.

Unless otherwise directed by HART, contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

7. **Variation in Quantity.** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, or packing; or allowances to manufacturing processes; and then only to the extent, if any, specified elsewhere in this order.

8. **Payments.** Invoices shall contain the following information: purchase order number; item number; purchase order description of supplies, services, or construction; sizes; quantities; unit prices; and extended totals. Unless otherwise specified, payment will be made on partial deliveries accepted by the Authority when the amount due on such deliveries so warrants. *Invoices will be paid 30 days from receipt of properly prepared invoices or 30 days from receipt of the order, whichever is later, unless other payment terms have been agreed upon in writing.*

9. **Discounts.** In connection with any discount offered for prompt payment, time will be computed from date of delivery of the supplies to the carrier, when acceptance is at the point of origin, or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by the Authority, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the check by the Authority.

10. **Commercial Warranty.** The Seller agrees that the supplies, services, or construction furnished under this purchase order (i) are of merchantable quality and suitable for their intended use or purpose, (ii) comply with any and all product descriptions or specifications referenced in this order, and (iii) are further covered by the most favorable commercial warranties the Seller gives to any customer for such supplies or services. The Seller further agrees that the rights and remedies provided herein are in addition to and do not limit, any rights afforded to the Authority by any other provision of this order or by law.

11. **Termination for Default.** If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Hillsborough Transit Authority may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

12. **Termination for Convenience.** The Hillsborough Transit Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in HART's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Hillsborough Transit Authority to be paid the Contractor. If the Contractor has any property in its possession belonging to the Hillsborough Transit Authority, the Contractor will account for the same, and dispose of it in the manner the Hillsborough Transit Authority directs.

13. **Federal, State, and Local Taxes.** The price of this order includes all applicable federal, state, and

local taxes and duties. The Authority is exempt from Florida state and local sales and use taxes, and any such taxes included on any invoice or voucher received by the Authority shall be deducted from the amount of the invoice or voucher for purposes of payment.

14. **Assignment.** The Seller shall not assign the whole or any part of this order, or any monies due or to become due hereunder, without the prior written consent of the Contracting Officer.

15. **Equal Opportunity.** During the performance of this order, the Seller agrees that it will afford equal opportunity to all employees and applicants for employment without regard to race, color, religion, sex, handicapping conditions, or national origin. The Seller agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the Seller's commitment to the requirements of this provision. The Seller further agrees to use its best efforts to afford equal opportunity for employment to subcontractors, vendors, and suppliers owned by certified Disadvantaged Business Enterprise.

16. **Interest of Public Officials.** The Seller represents and warrants that no employee official, or member of the Board (Executive Committee) at the Authority is or will be pecuniarily interested or benefited directly or indirectly in this order. The Seller further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee official or member at the Board (Executive Committee) of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this order. For breach of any representation or warranty in this clause, the Authority shall have the right to annul this order without liability and/or have recourse to any other remedy it may have at law.

17. **Governing Law.** The work done by the selected contractor in response to the request for proposals shall be in complete compliance with all applicable Federal, State and Local Laws and their respective rules and regulations. This compliance shall be at the Contractor's expense.

Jurisdiction and venue for any legal action arising out of this contract and between the parties hereto shall be exclusively in Hillsborough County, Florida. The law governing any dispute between the parties to this contract shall be the law of the State of Florida except insofar as the dispute, or a part thereof, is subject to Federal Law by pre-emption.

In the event that the contractor is domiciled in a country other than the United States or is a controlled subsidiary of a company which is domiciled in a country other than the United States and in the future event that any litigation should arise between the parties respecting any matter of fact or law that is international in nature, the venue of litigation with regard thereto shall be in the courts of the State of Florida or the United States of America, located in the State of Florida, County of Hillsborough.

18. **Environmental and Sustainability Management System (ESMS).** The Authority has an ESMS that is certified to the ISO 14001:2004 standard. The Seller shall comply with all applicable ESMS requirements.

For questions relating to this order, please contact:

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