

**PURCHASE ORDER  
CONDITIONS AND INSTRUCTIONS**

1. This purchase order was issued via MyFloridaMarketPlace and is thereby subject to a Transaction Fee of 1%, unless exempted by rule. Each line item, or portion thereof, is subject to the 1% Transaction Fee unless a specific exemption code accompanies the line item or portion thereof. For reference, a table and description all exemption codes follows these terms and conditions.
2. Pursuant to section 287.058(1), F.S., the provisions of section 287.058(1)(a)-(f), F.S. are hereby incorporated by reference, to the extent applicable. Pursuant to section 287.0582, F.S., if this purchase order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.
3. This purchase order may be unilaterally cancelled by the customer for vendor's refusal to allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this agreement which are subject to the public records act, Chapter 119, *Florida Statutes*.
4. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Any increase in cost may be charged against the vendor.
5. Items received in excess of quantities specified may, at purchaser's option, be returned at the vendor's expense. Substitutions are not permitted. Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise.
6. In accordance with Section 287.133(2)(a) and 287.134(2)(a), F.S., an entity or affiliate who has been on the convicted vendor list or the discriminatory vendor list, respectively, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity; and may not transact business with any public entity.
7. The vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the vendor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for termination or cancellation of this purchase order.
8. Pursuant to section 216.347, F.S., the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. In addition, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than

nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Inspector General or any other authorized State official, the vendor shall provide any type of information the Inspector General deems relevant to the vendor's integrity or responsibility. Such information may include, but shall not be limited to, the vendor's business or financial records, documents, or files of any type or form that refer to or relate to the purchase order. The vendor shall retain such records for the longer of (1) three years after the expiration of the purchase order or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The vendor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the vendor's compliance with the terms of this or any other agreement between the vendor and the State which results in the suspension or debarment of the vendor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The vendor shall not be responsible for any costs of investigations that do not result in the vendor's suspension or debarment.

9. The purchaser assumes no liability for merchandise shipped to other than the specified destination.
10. The terms of this purchase order may not be modified. Any attempt to modify a purchase order for goods or services shall not be accepted as the basis for additional compensation.
11. Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 1-800-848-3792.
12. The following provisions shall apply to all purchase orders UNLESS OTHERWISE INDICATED IN A SEPARATE APPLICABLE DOCUMENT agreed to by the purchaser and the vendor:
  - A. All purchases are F.O.B. Destination, transportation charges prepaid.
  - B. Each shipment must be shipped to the address indicated on the face of this purchase order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the purchase order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items against this purchase order on behalf of the vendor.
  - C. No extra charges shall be applied for boxing, crating, packing, or insurance.
  - D. The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.
  - E. If delivery to the specified destination cannot be made on or before the specified date, notify the purchaser immediately using the contact information provided in the MyFloridaMarketPlace system.
13. By accepting this electronic purchase order, the vendor agrees to be bound by these conditions and instructions.

AI	All items must be completely assembled and/or installed by the vendor before acceptance by the state.
AP	<p>This purchase order is payable annually in advance, upon receipt of an approved invoice.</p> <p>If this purchase order is cancelled, pursuant to the terms of the contract, or in accordance with Florida statutes or administrative rules, the contractor shall reimburse to the state all sums received for commodities and or services not rendered after the effective date of cancellation and/or as otherwise provided by the terms of the contract, administrative rule, or law.</p> <p>This order is subject to section 559.909, Florida statutes (copy attached). Do not exceed your written estimate by more than \$10.00 or 10%, whichever is greater, but not to exceed \$50.00 without prior written approval from the purchase order contract manager.</p>
AV	Signature by agency personnel for deliveries does not confirm either a complete or accurate shipment. Incomplete &/or incorrect shipments not complying with the requirements of this purchase order must be re-delivered at the vendor's expense.
BR	This is a blanket purchase order, do not ship except upon receipt of a "release against blanket purchase order" form. Deliver within 30 days of receipt of release.
CB	Jury trial waiver/third party benefits: as consideration of this contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this contract, and no third party benefits are created or contemplated by the parties.
CN	This contract may be cancelled by either party with thirty (30) days written notice to the other party. Contract is subject to immediate cancellation if either product or service do not meet the agency's performance standards.
CR	Camera ready copy, artwork, separations, negatives, etc. Are the property of the state. Payment for this order will not be made until all such materials have been returned in useable condition.
CY	<p>Copyrights and right to data</p> <p>Where activities supported by the contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the state of Florida, department of state for the exclusive use and benefit of the state. Pursuant to section 286.021, Florida statutes, no person, firm or corporation, including parties to this contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the department of state.</p> <p>The department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the contractor under this contract. All computer programs and other documentation produced as part of the contract shall become the exclusive property of the state of Florida, department of state and may not be copied or removed by any employee of the contractor</p>

	without express written permission of the department.
DM	This agreement is entered into pursuant to 409.25656 & 409.25657 Florida statutes (1997) for the purpose of developing & operating a data match system. The financial institution shall participate in the automated exchange of data whereby the financial institution will provide, on a quarterly basis, identifying information for each child support obligor who maintains an account at the financial institution & who owes past due child support. All information shall be kept confidential & shall be used solely for the purpose specified in the above referenced statute.
EC	It is the vendor's responsibility to pick up empty cylinders within 24 hours after notification by the user. When rental shown expires, vendor must pick up all cylinders delivered under this order. No rent will be paid for time not covered by this order.
EF	Services and/or repairs and/or commodities not to exceed purchase order amount without prior approval by the purchasing agent and/or a formal change order
FB	Note: this order is issued in compliance with section 3a-40.103, Florida administrative code, which in part prohibits the expenditure of state funds for refreshments unless expressly provided by law.
FF	This purchase involves federal funds. In the event of discontinuance of such funding, the state hereby reserves the right to terminate this contract without advance notice, subject to the effective date of the discontinuance of funding.
F	Freight charges must have copy of itemized freight bill along with invoice if over \$25.00 with the exception of Federal Express, UPS, USPS, Airborne.
HG	This order covers moving expenses of household goods only. The following are not allowable as a state expense: <ul style="list-style-type: none"> <li>• Net weight in excess of 15,000 pounds</li> <li>• Storage and/or unpacking of household goods</li> <li>• Insurance beyond the normal liability of the common carrier</li> <li>• Cleaning of any residence</li> </ul> Above services, if requested, are to be paid by the individual owner.
IB	Indemnification clause: the contractor shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the department harmless from all claims, suit, judgements or damages, including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the vendor in the course of the operations of this contract.
IC	The contractor shall not commence any work in connection with this contract until all of the appropriate insurance coverages have been obtained to adequately protect the purchaser from any and all liability and property damage hazards which may result in the performance of this contract. Furthermore, all insurance shall be with insurers qualified and duly licensed to transact business in the state of Florida. The purchaser reserves the right to require the contractor to furnish the purchaser an insurance certificate which will provide evidence that all of the appropriate coverages are in full force and effect.
IP	Vendor shall submit itemized invoice indicating part number, description, labor, and must show the agency's property number of equipment repaired.
LS	All materials/furnishings shall meet the minimum fire safety requirements of the "life safety code" and have been tested in accordance with standard methods of the national fire

	protection manual.
MA	Purchased in accordance with f.s. 110.1245, for the meritorious service awards program.
MD	Chapter 502: all cottage cheese, cream and milk to be cooled at the plant and in transit. To arrive at destination with a temperature not higher than 45 degrees f. In full compliance with chapter 502 - state of Florida milk and milk products law.
NP	Non-performance: time is of the essence on this order. The state may cancel all or any portion of this order if delivery or performance is not completed within the specified time.
RE	<p>It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this purchase order/contract shall be purchased from a non-profit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, Florida statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida statutes; and for the purposes of this purchase order/contract the person, firm or other business entity carrying out the provisions of this purchase order/contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency are concerned. The "nonprofit agency" identified is respect of Florida which may be contacted at:</p> <p style="text-align: center;">Respect of Florida 2475 Apalachee Pkwy Ste 205 Tallahassee FL 32301-4946 (850) 487-1471 Website: <a href="http://www.respectofflorida.org">www.respectofflorida.org</a></p>
SB	Whenever necessitated by legitimate concern for reasonable security precautions as determined by the agency & without regard to the identity of any individual, the agency will require the contracting party(ies) and/or employees of the contracting party(ies) to submit to, & successfully pass, an appropriate security background investigation prior to being allowed access to any of the agency's facilities to perform those services as set forth in this contract and/or purchase order.
TM	Chapter 442, Florida statutes, requires a material safety data sheet to accompany each container of toxic material. Delivery will not be accepted without the required material safety data sheet.
TO	Trial order: the goods ordered are for test or trial purposes. The state may either keep and pay for them or return them with no obligation or charge to the state. The state shall be the sole judge of the results of this trial.
VA	<p>Delivery of a vehicle does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that vehicle meets contract specifications and the requirements listed below (documents 1-11). Should the delivered vehicle(s) differ in any respect from specifications, payment will be withheld until such time as the contractor completes necessary corrective action. Units shall be delivered with each of the following documents completed/included: for the purpose of payment. Final acceptance and</p> <ol style="list-style-type: none"> <li>1. Copy of the "certification of compliance with vehicle specifications and purchase order" form (see enclosed form).</li> <li>2. Copy of the "manufacturer's invoice", or "window sticker" (prices may be deleted).</li> <li>3. Copy of the "pre-delivery service report".</li> <li>4. Documentation on the "standard vehicle warranty" and "extended vehicle warranty" (if applicable).</li> <li>5. Owner's manual.</li> </ol>

	6. DHSMV 82040, "application for certificate of title and/or vehicle registration". 7. A properly completed dr-41a, "certificate of motor vehicle sales tax exemption". 8. Temporary tag. 9. Copy of the "rustproofing certificate/warranty" (if applicable). 10. Copy of the "purchaser's purchase order".  Copy of the applicable "vehicle specification".
VV	Notice to vehicle vendor: the vehicle(s) requested are intended for law enforcement use. We will be installing motorola maratrac low band police radios, operating on 45.00, 44.66, and 42.92 mhz. The radios are rated at 110 watts. Per the provisions of the state contract, please provide noise suppression. We need to have shielding for the computer and fuel pumps, or a change to the frequencies on these devices as necessary. Please provide a toll free number to resolve any technical problems related to radio communications notice to vehicle vendor: the vehicle(s) requested are intended for law enforcement use. We will be installing motorola maratrac low band police radios, operating on 45.00, 44.66, and 42.92 mhz. The radios are rated at 110 watts. Per the provisions of the state contract, please provide noise suppression. We need to have shielding for the computer and fuel pumps, or a change to the frequencies on these devices as necessary. Please provide a toll free number to resolve any technical problems related to radio communications after delivery of the vehicle(s).

Exemption Code Table and Description

1A	PROCUREMENT UNDER SECTION 337.11 FLORIDA STATUTES.
1B	PROCUREMENT UNDER SECTION 287.055 FLORIDA STATUTES.
1C	PROCUREMENT UNDER CHAPTER 255 FLORIDA STATUTES.
1D	TRANSACTION WITH A NON-PROFIT ENTITY.
1E	TRANSACTION WITH ANOTHER GOVERNMENTAL AGENCY.
1F	TRANSACTION WITH REQUIRED SOLE PROVIDER OR PRICE PAID AND PAYEE ESTABLISHED BY FEDERAL OR PRIVATE GRANT.
1G	PAYMENT TO UNREGISTERED VENDOR UNDER RULE 60A-1.030(3).
1H	PAYMENT TO VENDOR IN EXCHANGE FOR PROVIDING HEALTH CARE SERVICES AT OR BELOW MEDICAID RATES.
1I	DISBURSEMENT TO RECIPIENT OR SUB-RECIPIENT; PAYMENT TO SATISFY MAINTENANCE OF EFFORTS REQUIREMENT; OR PAYMENT TO MATCH FEDERAL AWARD.
1X	TRANSACTION PRE-DATES EFFECTIVE DATE OF RULE 60A-1.031.
1R	VENDOR RELUCTANT TO REGISTER.
2	TRANSACTION IS CRITICAL TO THE AGENCY'S MISSION OR NECESSARY FOR PUBLIC HEALTH SAFETY AND WELFARE, AND IMPOSITION OF FEE WOULD PREVENT THE CONSUMMATION OF THE TRANSACTION.
3	EMERGENCY TRANSACTION PER RULE 60A-1.032(3).