

Universities/Governmental Entities Purchase Order Terms & Conditions

Florida Fish & Wildlife Conservation Commission

February 11, 2022

Section 1. Purchase Order

A. Composition and Priority

The Contractor agrees to provide commodities or contractual services to the Agency within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 2. Performance

A. Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Agency shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Agency, or of other agencies involved in the project on behalf of the Agency.

B. Performance Deficiency

If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a timeframe specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

C. Contractor Responsibilities.

The Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Purchase Order shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Purchase Order must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve the Contractor of its obligation to perform all work in compliance with the Purchase Order. The Commission may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

D. Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Commission. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Commission expressly waives such secondary liability. The Commission may assign the Purchase Order with prior written notice to the Contractor.

E. Damages to State Property.

Any damages to state property (e.g., structures, roads, culverts, fences, trees, or other natural resources) caused by the Contractor while working on this project shall be the responsibility of the Contractor to remedy, as determined by the Commission. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered, the Contractor shall immediately halt work and notify the Commission's Contract Manager. **Please note:** The State Archaeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

F. Independent Contractor.

The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission. The Contractor agrees to include this provision in all its subcontracts under the Purchase Order.

G. Commission Rights to Undertake or Award Supplemental Contracts.

The Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Purchase Order. The Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

Section 3. Payment and Fees

A. Payment.

The Contractor will be paid upon submission of properly certified invoice(s) to the Commission after delivery and acceptance of commodities or contractual services is confirmed in writing by the Commission.

B. Invoicing.

Invoices may be submitted electronically to the Commission's designated Contract Manager, as identified in this Purchase Order. The Contractor acknowledges that the Commission's Contract Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

C. Invoices, Continued

All invoices shall be processed in accordance with Section. 215.422, Florida Statutes (F.S.), and Rule 69I-24, Florida Administrative Code (F.A.C.), upon receipt of a proper invoice and approval and inspection of goods or services. The Commission shall record the date of receipt of an invoice on the date on which a proper invoice is first received at the place designated by the Commission. Approval and inspection of goods or services shall take no longer than five (5) working days unless the bid specifications, purchase order, or contract specifies otherwise. Invoices must be legible and shall contain the items below in detail sufficient for a proper audit.

- The invoice number
- The date of the invoice
- "Bill To" information, including address
- The vendor's name and payment remittance address
- The purchase order number
- The Contractor's Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
- Date(s) of service (beginning date – ending date)
- Invoices for commodities must provide a clear description of the item(s), number of units and cost per unit. Numerical code descriptions alone will not be accepted.
- Invoices for services must provide a clear description of the specific deliverables that must be provided and accepted prior to payment.
- Invoices for fixed unit rate agreements must show the number of units and cost per unit.
- Invoices for agreements paid out on a reimbursement basis or a fixed rate for a specific time period (e.g. quarterly, monthly, etc.) must identify the deliverables provided.

D. Payment Timeframe

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the

Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

E. MyFloridaMarketPlace Fees

The following language is included pursuant to rule 60A-1.031, Florida Administrative Code:

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

F. Payment Audit

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Agency upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

G. Annual Appropriation and Travel

Pursuant to section 287.0582, F.S., if the 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. The Parties hereto understand that this Purchase Order and any renewal thereof is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Purchase Order, and as to what constitutes an "annual appropriation" of funds to complete this Purchase Order. If such funds are not appropriated or available for the agreed-upon purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Contract Manager shall notify the Contractor in writing at the earliest possible time if funds are not appropriated or available.

H. Travel

Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with Section 112.061, F.S.

I. Return or Recoupment of Funds – Overpayments to Contractor.

The Contractor shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Purchase Order that were disbursed to the Contractor by the Commission. In the event that the Contractor or its independent auditor discovers that overpayment

has been made, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Contractor in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Subsection 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Contract Manager and made payable to "Florida Fish and Wildlife Conservation Commission."

J. Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance.

If the Contractor's non-compliance with any provision of the Purchase Order results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to the Contractor under this Purchase Order or any other contract between the Contractor and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Purchase Order or any other contract between the Contractor and the Commission, the Contractor will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Contractor is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

K. Florida Emergency Supplier Network (FESN).

Suppliers of products and services needed by government during hurricanes and other emergencies are invited to join a Florida Emergency Supplier Network (FESN). Suppliers will identify emergency products and services available, emergency contact information, plans to maintain their operations and supply chain in emergency circumstances, and pricing arrangements.

This information will be organized and furnished to buyers at State and County Emergency Operations Centers, and suppliers will be recognized with a certificate identifying their business as a member of the Florida Emergency Supplier Network. FESN applications and contracts may be obtained at:

https://www.dms.myflorida.com/business_operations/state_purchasing/florida_emergency_networks/

Section 4. Liability

A. Indemnity

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., or as a governmental entity as defined in Subsection 287.012(14), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, the Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for

that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

B. Payment for Claims

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

C. Workers' Compensation

To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Workers' Compensation claims or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

D. Liability Insurance

Article C does not apply to the Contractor who participates in the State Risk Management Trust Fund administered by the Department of Financial Services, Division of Risk Management of the State of Florida.

The Contractor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage/hazards which may result from the performance of the Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Agency and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

Section 5. Compliance with Florida Laws

A. Familiarity and Compliance with Laws, Generally

The Contractor 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. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability

and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)- (c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

B. Convicted and Discriminatory Vendor Lists

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Further, in accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order with any Agency.

C. Vendors on Scrutinized Companies List

Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

D. Lobbying

In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

E. Gratuities

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to 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 anything of value for the benefit of, or at the direction or request of, any State officer or employee.

F. Public Records

- a. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

- b. If the Contractor meets the definition of “Contractor” in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:
- i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee, FL 32399.**
 - ii. Keep and maintain public records required by the Commission to perform the service.
 - iii. Upon request from the Commission’s custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
 - iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- c. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission’s custodian of public records, in a format that is compatible with the information technology systems of the Commission.

G. Publishing and Confidentiality

Contractor is allowed to publish research findings, results or otherwise information gained in the course of research services performed under the Purchase Order in scholarly journals, student dissertations, or other professional forums not so mentioned. An advance copy of any such publication shall be provided to the Agency’s Contract Manager.

The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor’s confidentiality procedures shall be consistent with the most recent version of the Agency’s

security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

H. Intellectual Property

All intellectual property produced by or developed through funding under a Purchase Order will be the exclusive property of the Contractor and may be copyrighted, patented, or otherwise restricted as provided by Florida and federal law. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable 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 Commission to do so. If this Contract is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

I. Non-Expendable Property.

For the requirements of this section of the Purchase Order, “non-expendable property” is the same as “property” as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of \$5,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25.00 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250.00 or more).

Title (ownership) to all non-expendable property acquired with funds from this Purchase Order shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Purchase Order unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in the Scope of Work.

J. Cooperation with Inspector General

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order.

The Contractor 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 Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor.

K. Employment Eligibility Verification.

- i. **Requirement to Use E-Verify.** Section 448.095(2), F.S. requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Purchase Order term; and 2.) include in

all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

- ii. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.
- iii. **Enrollment in E-Verify.** As a condition precedent to entering a Purchase Order with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Purchase Order not being issued, or if discovered after issuance, termination of the Purchase Order.
- iv. **E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. 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.
- v. **Employment Eligibility Verification & Compliance.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Purchase Order and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Purchase Order pursuant to Section 448.095(2)(c), F.S., the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Purchase Order.

L. RESPECT

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT 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 PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE

DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org/>.

M. PRIDE

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the products it offers is available at <http://www.prideenterprises.org/>.

Section 6. Compliance with Federal Laws

A. Federal Compliance, Generally

As applicable, the Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

- a. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. §§ 7401-7671), and the Water Pollution Control Act (33 U.S.C. §§ 1251-1387, as amended).
- b. **Lacey Act, 16 U.S.C. §§ 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
- c. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. §§ 1801-1884.** This Act governs marine fisheries in Federal waters.
- d. **Migratory Bird Treaty Act, 16 U.S.C. §§ 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive

for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

- e. **Endangered Species Act, 16 U.S.C. § 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

B. Debarment and Suspension Contractor Federal Certification

If this Purchase Order relies on federal funds, in accordance with Federal Executive Order 12549 and 2 C.F.R. Part 1400 regarding, Debarment and Suspension, the Contractor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

C. Drug Free Workplace

If this Purchase Order relies on federal funds, pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the Contractor will provide a drug-free workplace compliant with 41 U.S.C. § 81.

D. Prohibition against Lobbying

If this Purchase Order relies on federal funds, the Contractor certifies that no Federal appropriated funds have been or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Contractor also certifies that it has not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Contractor with respect to this Purchase Order and its related federal contract, grant, loan, or cooperative agreement; or, if the Contractor has engaged any registrant with respect to this Purchase Order and its related Federal contract, grant, loan, or cooperative agreement, the Contractor shall, prior to or upon execution of this Purchase Order, immediately provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Purchase Order, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Contractor shall file an updated declaration with the Commission’s Contract Manager. If any nonfederal funds are used for lobbying activities as described above in connection with this Purchase Order, the Contractor shall submit Standard Form LLL, “Disclosure Form to Report Lobbying”, and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

Section 7. Federal Funds

If this Purchase Order relies on federal funds, the following terms and conditions apply:

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee

It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Purchase Order to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity.

Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. Davis-Bacon Act.

The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. Copeland “Anti-Kickback Act”.

The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. Rights to Inventions Made Under a Contract or Agreement.

37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Energy Efficiency.

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

H. Compliance with Office of Management and Budget Circulars.

As applicable, Contractor shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

I. American Rescue Plan Act (ARPA) of 2021.

If this Purchase Order relies on ARPA federal funds, then the following shall apply:

- i. For Purchase Orders issued prior to April 3, 2022, Contractors shall provide a Data Universal Number System (DUNS) number to the Commission within two weeks of Purchase Order issuance or prior to payment, whichever comes first.
- ii. For Purchase Orders issued on or after April 4, 2022, Contractors shall provide a Unique Entity Identifier (UEI) to the Commission within two weeks of Purchase Order issuance or prior to payment, whichever comes first.
- iii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iv. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).
- v. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- vi. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

Section 8. Subcontractors and Assignments

A. Subcontractors

The Contractor unless include in the Statement of Work or other attached documents to the Purchase Order shall not subcontract any work under the Purchase Order without the prior written consent of the Agency. The Contractor is fully responsible for satisfactory completion of all subcontracted work.

B. Assignment

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Agency. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Agency expressly waives such secondary liability. The Agency may assign the Purchase Order with prior written notice to the Contractor.

Section 9. Termination and Other Remedies.

A. Financial Consequences.

In accordance with Subsection 287.058(1)(h), F.S., the Scope of Work contains clearly defined deliverables. If the Contractor fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Contractor's payment. The Commission shall apply any of these additional financial consequences:

- a. Temporarily withhold payments pending correction of the deficiency by the Contractor
- b. Reduction of payment if correction of deficiency is not made by the Contractor.
- c. Disallow all or part of the cost of the activity or action not in compliance.
- d. Request refund of previously disbursed payments.
- e. Wholly or partly suspend or terminate this agreement.
- f. Withhold future awards for the FWC projects.
- g. Take other remedies that may be legally available.

Further financial consequences may be identified in the Scope of Work.

B. Commission Unilateral Termination.

The Commission may unilaterally terminate this Purchase Order for convenience by providing the Contractor with fifteen (15) calendar days of written notice of its intent to terminate. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

C. Termination – Fraud or Willful Misconduct.

This Purchase Order shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide the Contractor with written notice of termination.

D. Termination – Funds Unavailability.

In the event funds to finance this Purchase Order become unavailable or if federal or state funds upon which this Purchase Order is dependent are withdrawn or redirected, the Commission may terminate this Purchase Order upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Purchase Order to another program thus causing "lack of funds." In the event of termination of this Purchase Order under this provision, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

E. Prohibition of Unauthorized Aliens.

In accordance with Executive Order 96-236, signed August 1, 1996, by the Governor of Florida, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Subsection 274A(e) of the federal Immigration and Nationalization Act. Such violation shall be cause

for unilateral termination of this Purchase Order if the Contractor knowingly employs unauthorized aliens.

F. Termination – Other.

The Commission may terminate this Purchase Order if the Contractor fails to:

1. comply with all terms and conditions of this Purchase Order;
2. produce each deliverable within the time specified by the Purchase Order or extension;
3. maintain adequate progress, thus endangering the performance of the Purchase Order; or,
4. abide by any statutory, regulatory, or licensing requirement.

Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Purchase Order. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

G. Contractor Discontinuation of Activities Upon Termination Notice.

Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Purchase Order, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

Section 10. Record-Keeping Requirements.

A. Contractor Responsibilities for Record-Keeping.

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Purchase Order, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records.

The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Purchase Order, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. Contractor Records Retention.

Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the completion of this Purchase Order, if the Purchase Order is for commodities or services; or for ten (10) years following the completion of this Purchase Order, if the Purchase Order is for construction; or for the period otherwise required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The

Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Contractor Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Purchase Order, the Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

E. Compliance with Federal Funding Accountability and Transparency.

Any federal funds awarded under this Purchase Order must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: usaspending.gov. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** are subject to the FFATA. The Contractor agrees to provide the information necessary, over the life of this Purchase Order, for the Commission to comply with this requirement.

Section 11. Miscellaneous

A. Mediation

In the event of any claim or dispute arising by or between the Commission and the Contractor, each party shall continue to perform as required under the Purchase Order, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Purchase Order notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to the Purchase Order or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.
- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. The parties have two weeks after notice to agree in writing upon a mediator.

- iv. If the parties cannot agree upon a Florida Supreme Court certified mediator, then the parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
 - a. The mediator's fees shall be born equally by the parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.
 - b. Unless otherwise agreed by the parties in writing, such mediation shall take place within forty-five (45) days of the appointment of or agreement to the mediator if the mediator's schedule so allows.
 - c. The terms of this Purchase Order and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.
 - d. All parties agree to negotiate in good faith in an effort to settle any dispute. All parties shall have a representative present at mediation with the authority to settle the case.
- v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.
- vi. The Contractor shall require all the dispute resolution provisions and requirements set out in this Article in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.
- vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its performance of this Purchase Order during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Contractor involves a claim or other matter by or against any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim. Should mediation fail to resolve the claim submitted, the parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these conditions are incorporated by reference or otherwise, and the parties to

such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

B. Governing Law, Severability and Venue.

This Purchase Order has been delivered in the State of Florida. Florida law governs this Purchase Order, all agreements arising under or out of this Purchase Order, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Purchase Order. Wherever possible, each provision of this Purchase Order shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Purchase Order unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Purchase Order. The parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the parties' transactions. By accepting this Purchase Order, Contractor affirms that Contractor considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. Contractor will not initiate in any other forum a legal action or other proceeding to which this provision applies.

C. Jury Trial Waiver

As part of the consideration for this Purchase Order, 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 Purchase Order, or with the products or services provided under this Purchase Order, including but not limited to any claim by the Contractor of *quantum meruit*.

D. Waiver of Rights

The delay or failure by the Agency to exercise or enforce any of its rights under the Purchase Order shall not constitute waiver of such rights.

E. Modification

The Purchase Order may only be modified by a Change Order agreed to by the Commission and the Contractor. If a Purchase Order Change Order is required for any portion of any job, the Contractor shall not commence to purchase materials for the amended work to be performed, nor proceed with the outlined duties described without prior written approval and receiving a revised copy of the approved Purchase Order in his/her possession. The Contractor shall request a Change Order in writing, outlining the reasons and the itemized costs required for the Change Order. The Parties agree to renegotiate this agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Purchase Order necessary.

F. Time is of the Essence

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach, unless such delay is attributable to Agency delays including timely issuance of the Purchaser Order and any modification thereafter, if any.

G. Commodities Logistics

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- 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 the 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 on behalf of the Contractor.
- 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 Agency immediately using the contact information provided in the MyFloridaMarketPlace system.
- f. The Agency assumes no liability for commodities shipped to any address other than the specified location(s) provided on the Purchase Order.
- g. Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

H. Media Requests.

Contractors shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Contractors must submit a written request for permission before consulting with the media and, if approved, the Commission may provide consultation and talking points. In relation to this Purchase Order, Contractors will not issue news releases, post social media content, respond to questions, nor will Contractors make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Purchase Order shall be processed through the Commission only.

I. Entire Agreement.

This Purchase Order, with all incorporated attachments and exhibits, represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Purchase Order shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this Purchase Order and its attachments, the terms of the solicitation, then the Contractor's response to the solicitation.

J. Force Majeure

Neither Party shall be liable to the other for any delay or failure to perform under this Purchase Order if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available.

However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Purchase Order. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Purchase Order to either Party.

In the case of any delay, the Contractor believes is excusable under this paragraph, the Contractor shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy.

The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Contractor shall not be entitled to an increase in the Purchase Order price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Purchase Order to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Purchase Order quantity; or (3) terminate the Purchase Order in whole or in part.

K. Other Miscellaneous Provisions.

No firearms, alcohol or illegal substances are allowed on any Commission project site. Neither the Contractor nor any of its employees may possess firearms or alcohol while on the job site. The Parties do not intend, nor shall this Purchase Order be construed, to grant any rights, privileges or interest to any person not a party to this agreement.

L. Media Requests.

Contractors shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Contractors must submit a written request for permission before consulting with the media and, if approved, the Commission may provide consultation and talking points. In relation to this Purchase Order, Contractors will not issue news releases, post social media content, respond to questions, nor will Contractors make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Purchase Order shall be processed through the Commission only.