



CHAD CHRONISTER, SHERIFF

Purchasing Terms and Conditions

1. The content and conditions of a Purchase Order issued by the Hillsborough County Sheriff's Office (HCSO) may not be modified by verbal agreement. Any changes must be in writing and approved by the Chief Financial Officer of the HCSO.
2. Invoices, packing lists, and packages must include the Purchase Order number, if assigned, and the ship to or delivery address.
3. Invoices shall be emailed to AccountsPayable@HCSO.Tampa.FL.US.
4. Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Purchase Order shall be new and in first class condition or first quality, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
5. Materials rejected by the HCSO will be returned to the vendor at the vendor's risk and expense. The HCSO shall not be liable or otherwise responsible for any re-stocking charges unless prior written authorization has been issued by the HCSO.
6. Cash discounts will be deducted in accordance with the terms of the Vendor's quotation or bid. Payments shall be in accordance with §215.422 Fla. Stat. which states the Vendor's rights and the HCSO's responsibilities concerning interest penalties and time limits for payments of approved invoices.
7. Acceptance by the Vendor of a Purchase Order includes acceptance of all items, conditions, prices, delivery instructions, and specifications as shown on the order, or attached to, or referred to, and which are made a part hereof by reference, as fully and to the same extent as, if copied at length herein.
8. All shipments by the Vendor must be F.O.B. DESTINATION, unless otherwise authorized in writing by the HCSO. THE HCSO WILL NOT ACCEPT C.O.D. SHIPMENTS.
9. The HCSO reserves the right to cancel all or part of the Purchase Order should delivery not occur within the time specified by the Vendor.
10. Vendors are expected to satisfy Purchase Orders in one (1) shipment unless otherwise disclosed in writing and authorized by the HCSO in writing. Excessive or unauthorized partial shipments may result in Vendor debarment.



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11. Vendors are not authorized to deliver any goods or services which exceed the written authority of the Purchase Order, unless the order is modified pursuant to the terms expressed above in item one (1).
12. The Vendor, in accepting the order, agrees to indemnify the HCSO and holds harmless from and against all claims, liability, loss, damage, or expense, including attorney fees, arising from or by reason of any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods and any part thereof covered by the Purchase Order and such obligation shall survive acceptance of the goods and payment thereof by the HCSO.
13. The Vendor will indemnify and hold harmless the Sheriff and his agents or employees from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of the Purchase Order; providing that any such liability claim, damage, loss or expense caused in whole or in part by a negligent act, wrongful act, or omission of the Vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, whether or not it is caused in whole or in part by a party indemnified herein.
14. Vendors agree to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, Fla. Stat. regarding Standards of conduct for public officers, employees of agencies, and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

15. The Vendor, in accepting the Order, agrees the Order will become a public document pursuant to §119.07, Fla. Stat. The Vendor agrees to comply with §119.0701, Fla. Stat. with respect to any documents, papers, and records made or received by the Vendor in connection with the Order.

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records, contact the custodian of public records at: HCSO Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, Phone (813) 247-8210 or email at HCSORecords@HCSO.Tampa.FL.US.



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16. Florida Law shall govern any dispute or contractual right regarding the Purchase Order. In the event of a lawsuit by the Vendor, the venue of such lawsuit shall be in Hillsborough County, Florida and the Vendor waives whatever rights it has in the selection of venue by accepting the order.
17. Pursuant to Florida Statute §448.095, a public employer, contractor, and / or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. In addition, 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. If public employer has a good faith belief that a contractor or subcontractor has violated Florida Statute §448.09(1), by employing unauthorized aliens, public employer must terminate the contract. Failure to comply with the provisions of Florida Statute §448.095, subjects a contractor to any and all remedies available under Florida law, including but not limited to: the immediate termination of the contract, the imposition of any additional costs incurred by public employer as a result of the termination, and the possibility that the contractor may not be awarded a public contract for at least one { 1 } year after the date on which the contract was terminated.
18. Terms and Conditions of signed contracts, Requests for Proposal, Requests for Bid, and Term Contracts will prevail to the degree said terms may be more stringent.
19. The Vendor must sign and acknowledge the [Federal Grant Compliance](#), if applicable, or any purchases made with Federal Grant funding.