

# THE DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA

## PURCHASE ORDER TERMS AND CONDITIONS

**ENTIRE AGREEMENT:** The following terms and conditions govern the purchase. Any Vendor terms and conditions included with Vendor's invoice or any other document provided by Vendor shall be of no effect. Whether construed as an offer, acceptance, or confirmation, these terms and conditions of purchase include all documents and exhibits attached hereto and all other terms incorporated by reference herein. Any changes must be made through the Purchasing Department of College of Central Florida.

**GOVERNING LAW:** This Purchase Order shall be governed by the laws, rules, and regulations of the State of Florida. Any action or proceeding arising from this Purchase Order shall be brought in a court of competent jurisdiction in Marion County, Florida. At all times during this Purchase Order Vendor and all Services performed under this Purchase Order will comply with all applicable federal and state, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Purchase Order is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding will take precedence.

The parties hereto acknowledge and agree that the District Board of Trustees, College of Central Florida, Florida is a political subdivision of the State of Florida. As such, pursuant to Florida Statute 768.28, the College's performance under this purchase order agreement and any amendments thereto or attachments connected therewith, shall at all times be subject to any and all Florida state laws, state regulations, and College District Board of Trustee Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified in this purchase order.

**ACCEPTANCE:** This PO constitutes acceptance of your offer to sell the goods/services as quoted. If Vendor refuses to accept this order exactly as written, they shall return it immediately with a written explanation. Delivery of goods shall indicate acknowledgement and acceptance of this order.

**WEBSITE EXCLUSION:** The College expressly states that it will not be bound by any content on the Vendor's website, even if the Vendor's documentation specifically references that content and attempts to incorporate it into any other communications, unless the College has actual knowledge of such content and has expressly agreed to be bound by it in writing by an This includes agreements or understandings, whether verbal or in writing, with College's employees, requiring the employee to click an on screen indicator indicating "I accept" before access, such agreements shall be null, void and without effect.

**VENDOR'S PROPOSAL AND ACKNOWLEDGEMENT:** In the event of conflict with these terms and any terms or the Vendor's proposal, these terms will govern.

**CONTRACT/ITB/RFP/RFQ/ITN:** When a formal contract has been entered into by College of Central Florida and the Vendor, the terms and conditions included in the contract shall have preference, and this PO is issued solely to encumber funds and for payment purposes.

**DELIVERY, INSPECTION AND ACCEPTANCE:** Note PO number on all shipments and documents. College of Central

Florida will not be responsible for any goods delivered without reference to the PO number or shipped to destinations other than those shown on the PO. When services are rendered to the College, the College shall have thirty (30) days after delivery of the services to determine whether the services conform to the standards specified in the solicitation and this Purchase Order. If Vendor delivers nonconforming Services, the College may, at its option and at Vendor's expense: (i) return the product for a full refund; (ii) require Vendor to promptly correct or re-perform the nonconforming Services/work product; or (iii) obtain replacement Services from another source at Vendor's expense.

**DELIVERIES:** College of Central Florida's receiving is open to receive shipments from 8:00 a.m. to 2:00 p.m., Monday through Friday. Deliveries will not be accepted on holidays or other college closures. Partial deliveries/payments shall not be made, per FS 672.307, unless otherwise specified on the PO or prior oral or written agreement has been made with the purchasing department. College of Central Florida reserves the right to reject any shipment that does not meet the terms, conditions and specifications as stated. Vendor will be responsible for return freight.

**PAYMENT:** Vendor will submit invoices within thirty (30) days after Vendor's performance of the Services or receipt of goods. The Purchase Order number shall appear on all invoices, freight tickets, and correspondence relating to this P.O. The prices paid by the College will be those prices listed in this Purchase Order, unless Vendor offers a prompt payment discount within its Proposal or on its invoice. The College has the right to adjust or return any invoice reflecting incorrect pricing.

Invoices must be mailed to the address stated on the PO or emailed to [accountspayable@cf.edu](mailto:accountspayable@cf.edu). No extra charges will be allowed for packaging, handling, boxing, insurance, delivery, transportation, assembling, in-place installation, etc., unless otherwise specified.

**PAYMENT TERMS:** Payment terms are Net 30 Days after receipt of a valid invoice. Discount period will start upon acceptance of goods and/or services and receipt of a correct invoice.

**TAX EXEMPT STATUS:** Vendor acknowledges that the College is a tax-exempt institution and does not pay Federal Excise or Florida Sales taxes on direct purchases of tangible personal property. Tax Exemption Number is 85-8012739697C-7 Effective April 30,2025 through April 30, 2030

**F.O.B.:** All shipments are F.O.B. Destination, unless otherwise stated on the PO. Transportation charges are included in the purchase price, unless otherwise specified. C.O.D. shipments will not be accepted.

**CHANGE ORDERS:** Changes to this order are not authorized unless a written Change Order is issued by the purchasing department. Any changes in the scope of the services to be performed under this Purchase Order shall be in the form of a written change order amending this Purchase Order. Automatic renewals will not apply to this Purchase Order.

**PRICING:** If unit price is omitted on the order, except where the PO is given in acceptance of quoted prices, it is agreed that the Vendor's price will be the lowest prevailing market price, and in

no event is this order to be filled at higher prices than previously quoted or charged, without College of Central Florida's written consent

**SAFETY:** A Material Safety Data Sheet (MSDS), must accompany all chemical items delivered against this PO.

**FAILURE TO PERFORM:** Failure to make delivery by or before the required delivery date agreed upon shall constitute cause for cancellation of the order, or any part thereof, without prejudice to other rights. Vendor's failure to adhere to any term or condition of this order may result in cancellation with 48 hours notice. Vendor agrees that College of Central Florida may return part or all of any shipment made, and may charge the Vendor for any loss or expense sustained as a result of such failure to deliver.

**VIOLATION:** Vendor represents and warrants that no Federal or State Statute or regulation or municipal ordinance has been or will be violated in the manufacturing, sale, and/or delivery of any good or service sold and delivered hereunder. If such violation has or does occur, Vendor will indemnify and render harmless College of Central Florida from all loss, penalties, or the payment of all sums of money on account of such violation.

**INSURANCE:** Vendor shall procure and maintain at all times adequate insurance. Said insurance shall provide that loss, if any, shall be payable to Vendor and College of Central Florida as their interests may appear. The coverage required shall extend to all employees and subcontractors of the Vendor.

**ASSIGNABILITY:** This PO is not transferable or assignable by the Vendor to third parties, unless acknowledged and accepted by College of Central Florida in writing.

**INDEMNITY:** For value received, which is hereby acknowledged, the Vendor shall indemnify and hold harmless the College, its trustees, officers, board members, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or used by the Vendor in the performance of the Agreement. This includes claims, judgments, liabilities, and costs in any action or claim brought against the College or the College for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, Vendors, agents, assigns, and employees with the terms of the Agreement.

**OWNERSHIP IN INTELLECTUAL PROPERTY:** The College and Vendor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials specifically created or manufactured under this Purchase Order, shall be considered work made for hire, and Vendor shall transfer any ownership claim to the College.

**EMPLOYMENT PRACTICES:** Vendor agrees to abide by all laws, regulations, or orders that prohibit the discrimination of any kind by any of Vendor's employees, as well as College's policies prohibiting discrimination.

**EMPLOYMENT ELIGIBILITY:** U.S. law requires companies to employ only individuals who may legally work in the United States

either U.S. citizens, or foreign citizens who have the necessary authorization. Vendor certifies as to its own entity, under penalty of perjury, that Vendor has verified the work eligibility status of Vendor's employees in accordance with applicable immigration laws. Vendor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has verified the work eligibility status of subcontractor's employees.

**PUBLIC RECORDS LAW:** Vendor acknowledges College of Central Florida is subject to and must comply with Florida's Public Records Law, Chapter 119, Florida Statutes and Section 119.0701, Florida Statutes if applicable. Vendor's failure to comply may result in cancellation of this Purchase Order. The Parties acknowledge that if VENDOR provides services to and acts on behalf of College of Central Florida pursuant to this Agreement, in accordance with s. 119.0701, F.S., VENDOR is required to comply with applicable State of Florida public records laws, specifically to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by College of Central Florida in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that College of Central Florida would provide the records and at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to College of Central Florida all public records in possession of the VENDOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to College of Central Florida in a format that is compatible with College of Central Florida information technology systems.
- e) The college shall reserve the right to unilaterally cancel the contractor refuse to allow public access to all documents, papers, letters or other material made or received by the contractor in conjunction with this contract. Provided, however, that such public access shall not apply to materials that relate to methods of manufacture or production, potential or actual trade secrets, patentable or potentially patentable material, business transactions, or proprietary information received, generated, ascertained, or discovered in conjunction with said materials which shall be treated in accordance with legal rights of those persons or entities having the proprietary or other legal interests therein; and

**RECORDS ADMINISTRATION:** Vendor shall maintain or supervise the maintenance of all records necessary to properly account for Vendor's performance and the payments made by the College to Vendor under this Purchase Order. Records shall be retained by Vendor for at least five (5) years after final payment, or until all audits initiated within the five (5) years have been completed, whichever is later. Vendor agrees to allow, at no cost to the College and federal auditors College staff access to all such records.

**NO PREFERENCE IN PROCUREMENT:** It is the policy of the District Board of Trustees of College of Central Florida that in the solicitation and selection of business entities for the procurement

of goods and services, the College shall not take into consideration, either in the positive or in the negative, any past or present support, contributions, volunteer or partnership activity of an individual or a business entity with College of Central Florida or the College of Central Florida Foundation. The College will not request, or give preference to a vendor based on the vendor's social, political, or ideological beliefs when determining if the vendor is a responsible vendor. Nothing in this policy prohibits the consideration by the college of past or current performance of a business entity, either for the college or for another entity, with respect to the goods and/or services that are subject to a college solicitation and selection process.

**BREACH AND REMEDIES:** Any of the following events will constitute cause for the College to declare Vendor in breach of this Purchase Order: (i) Vendor's non-performance of its obligations under this Purchase Order; or (ii) Vendor's material breach of any term or condition of this Purchase Order. Upon Vendor's breach the College may: (i) exercise any remedy provided by law or equity; (ii) terminate this Purchase Order; (iii) impose liquidated damages, if liquidated damages are listed in this Purchase Order; (iv) debar/suspend Vendor from receiving future contracts from the College or the College; (v) demand a full refund of any payment that the College has made to Vendor under this Purchase Order for Services that do not conform to this Purchase Order.

**FORCE MAJEURE:** Neither party to this Purchase Order will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The College may terminate this Purchase Order after determining such delay will prevent successful performance of this Purchase Order

**WARRANTY:** Vendor warrants that any merchandise sold or provided by Vendor in the performance of services, shall be of merchantable quality; will conform to applicable specifications, drawings, or descriptions furnished by the College; will be free of defects in material and workmanship; and will be sufficient and fit for the purposes intended by the College. The approval of design furnished by the College shall not relieve Vendor of its obligations under this paragraph.

**WAIVER/SURVIVAL OF TERMS:** Termination or expiration of this Purchase Order shall not extinguish or prejudice the College's right to enforce this Purchase Order with respect to any default of this Purchase Order or defect in the Services that has not been cured. The invalidity or unenforceability of any provision, term, or condition of this Purchase Order shall not affect the validity or enforceability of any other provision, term, or condition of this Purchase Order, which shall remain in full force and effect. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

**TERMINATION:** Should the College at any time decide, for any reason, to terminate Vendor's services, this order shall be canceled effective upon fifteen (15) days written notice given to the Vendor of cancellation. In if a written notice is delivered under this section, the College will reimburse Vendor for the Services properly performed until the effective date of said notice with a proper invoice. The College will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice. All contracts in excess of the small purchase threshold must contain suitable provisions for termination by the College, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts must describe conditions where the

contract may be terminated because of circumstances beyond the control of the contractor. **TERMINATION AT WILL:** The College may terminate this contract at any time, for any reason other than stated, upon no less than thirty (30) days notice in writing to the contractor by Certified Mail, Return Receipt Requested. **TERMINATION OF AGREEMENT:** After receipt of a notice of termination, and except as otherwise directed.

**TIME IS OF THE ESSENCE:** The Services shall be completed within the time stated on the P.O. Vendor shall be liable for all reasonable damages to the College as a result of Vendor's failure to timely complete the Services required under this Purchase Order.

**STANDARD OF CARE:** The Services of Vendor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Vendor shall be liable to the College for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Vendor's claim against the College), to the extent caused by negligent or wrongful acts, errors, or omissions that do not meet this standard of care.

**REVIEWS:** The College reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Vendor. Such reviews do not waive the requirement of Vendor to meet all of the terms and conditions of this Contract.

#### **FLOW-THROUGH REQUIREMENTS FOR PURCHASES USING FEDERAL FUNDS:**

For goods and services procured using federal funds, the College of Central Florida requires compliance with all applicable federal laws, regulations, and contract provisions, including but not limited to:

- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR Part 200;
- 2 CFR §200.327 and Appendix II to Part 200;
- The Byrd Anti-Lobbying Amendment;
- The Contract Work Hours and Safety Standards Act;
- The Clean Air Act and Federal Water Pollution Control Act;
- The Procurement of Recovered Materials requirement;
- Domestic Preferences for Procurements;
- And any other applicable federal, state, or local law, rule, or regulation.

Vendors may be required to sign additional certifications or provide documentation to demonstrate compliance with these provisions when applicable.

All purchases utilizing Deferred Maintenance and FCO Project fund sourcing shall also comply with ARPA Funding Requirements (FY21 Section 152 and FY22 Section 197).