

PURCHASE ORDER TERMS & CONDITIONS

This order is subject to the following terms and conditions. By accepting this purchase order (PO) or any part thereof, the supplier accepts all terms and conditions.

1. **Acceptance:** This PO constitutes acceptance of your offer to sell the goods/services as quoted. If supplier 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.
2. **Delivery:** Note PO number on all shipments and documents. Northwest Florida State College will not be responsible for any goods delivered without reference to the PO number. Northwest Florida State College assumes no liability for goods shipped to destinations other than those shown on the PO.
3. **Partial Deliveries:** Partial deliveries/payments shall not be made, unless otherwise specified on the PO, per FS 672.307.
4. **Payment:** Submit a separate invoice for each PO. Invoices must be mailed to the address stated on the reverse side. No extra charges will be allowed for packaging, handling, boxing, insurance, delivery, transportation, assembling, in-place installation, etc., unless otherwise specified.
5. **Freight Charges:** If freight charges appear on the invoice, Northwest Florida State College reserves the right to require receipted transportation invoices.
6. **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.
7. **Receiving:** Northwest Florida State College's Central Receiving is open to receive shipments from 7:30 a.m. to 3:30 p.m., Central Time Zone, Monday through Friday. Deliveries will not be accepted on holidays or during Spring Break. [NWFSC Central Receiving: \(850\) 729-5381](tel:8507295381).
8. **Rejection:** Northwest Florida State College reserves the right to reject any shipment that does not meet the terms, conditions and specifications as stated. Supplier will be responsible for return freight.
9. **F.O.B.:** All shipments are F.O.B. Destination, unless otherwise stated on the reverse. Transportation charges are included in the purchase price, unless otherwise specified. C.O.D. shipments will not be accepted.
10. **Change Orders:** Changes to this order are not authorized unless a written Change Order is issued.
11. **Pricing:** (Standing Purchase Orders) If unit price is omitted on the order, except where the PO is given in acceptance of quoted prices, it is agreed that the supplier'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 Northwest Florida State College's written consent.
12. **Safety:** All chemical items delivered against this PO must be accompanied by a Material Safety Data Sheet (MSDS).
13. **Failure to Perform:** Failure to make delivery by or before the required delivery date stated on the reverse shall constitute cause for cancellation of the order, or any part thereof, without prejudice to its other rights. Supplier's failure to adhere to any term or condition of this order may result in cancellation with 48 hours' notice. Supplier agrees that Northwest Florida State College may return part or all of any shipment made, and may charge the supplier for any loss or expense sustained as a result of such failure to deliver.
14. **Violation:** Supplier 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, supplier will indemnify and render harmless Northwest Florida State College from all loss, penalties, or the payment of all sums of money on account of such violation.
15. **Strict Compliance:** Northwest Florida State College may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.
16. **Patents:** By accepting this order, supplier renders Northwest Florida State College harmless against liability for patent infringement that may arise from the use of any goods, items or units covered by this PO.
17. **Insurance:** Supplier shall procure and maintain at all times adequate insurance. Said insurance shall provide that loss, if any, shall be payable to supplier and Northwest Florida State College as their interests may appear.
18. **Supplier's Proposal and Acknowledgement:** The terms and conditions of sale as stated on this order govern in the event of conflict with any terms or the supplier's proposal, and are not subject to change by reason of any written or verbal statements made by the supplier, or by any statement in supplier's acknowledgement unless accepted in writing by Northwest Florida State College.
19. **Contract / ITB / RFP:** When a formal contract has been entered into by Northwest Florida State College and the supplier, the terms and conditions included in the contract shall have preference, and this PO is issued solely to encumber funds, and for payment purposes.
20. **Assignment:** This PO is not transferable or assignable by the supplier to third parties, unless acknowledged and accepted by Northwest Florida State College in writing.
21. **Nondiscrimination:** The nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color,

religion, gender or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

22. **Flow-Through Requirements for Purchases Using Federal Funds:** For services procured using federal funds, Northwest Florida State College requires compliance with these additional contractual provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), U.S. Code of Federal Regulations, Title 2 CFR Part 200.
- (a) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— if the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- (b) Buy American Act (41 U.S.C. 8301 – §8305) (ARRA Section 1605 & 2 CFR §300.322) (Applies to purchase orders for construction, alteration, or repair, including products goods used providing maintenance services). Vendor represents and warrants that all of the iron, steel, aluminum, cement and other manufactured goods used in the project will be produced in the United States in accordance with the Buy American Act. Vendor shall provide College with reasonable back-up documentation evidencing compliance with the Buy American Act (i.e. records showing Buy American standards are met or a waiver was granted by the appropriate federal agency).
- (c) Clean Air Act and Federal Water Act – Awards that exceed \$150,000, the “Contractor” shall guarantee that all products purchased as a result of this SOLICITATION comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et. seq.).
- (d) Contract Hours and Safety Standards Act (Mechanics or Laborers) - Awards that exceed \$100,000, the “Contractor” shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR Part Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 – 3708)–(Applies to purchase orders in excess of \$100,000 for contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 3702 and 3704 of

the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 – 3704), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 3704 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (e) The Copeland “Anti-Kick Back” Act (Construction Work) – Awards exceeding \$2,000, the “Contractor” shall comply with the Copeland “Anti- Kick Back” Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- (f) The Davis-Bacon Act (Construction Work) - The successful “Contractor” shall comply with the Davis-Bacon Act (40 U.S.C. 276a-a7) and as supplemented by Department of Labor regulations (29 CFR Part 5). Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
- (g) Procurement of Recovered Materials - In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- (h) Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216) – Vendor represents and warrants that no part of the equipment, services or systems provided to the College hereunder uses or consists of covered telecommunications equipment or services (as defined by 2 CFR §200.216) as a substantial or essential component of any equipment, service or system provided, or as a critical technology as part of any system provided.