

## UNIVERSITY OF WEST FLORIDA (UWF) GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ARE MADE PART OF THE UWF PURCHASE ORDER (PO) DOCUMENT.

**UWF TERMS AND CONDITIONS SUPERSEDE ANY PREVIOUSLY SUBMITTED TERMS AND CONDITIONS.**

### THE VENDOR AGREES THAT

- ANY DELIVERY/SERVICE MADE BECAUSE OF THIS PO SHALL INDICATE ACKNOWLEDGEMENT OF THIS ORDER AND ACCEPTANCE OF ALL TERMS AND CONDITIONS EXACTLY AS WRITTEN;
- BY ACCEPTING THIS PO, THE ENTITY IS CERTIFYING THIS PURCHASE IS FROM AN ENTITY THAT IS NOT SUSPENDED, DEBARRED, OR OTHERWISE EXCLUDED; AND,
- IT MEETS UWF'S MINIMUM INSURANCE REQUIREMENTS WHICH ARE AVAILABLE AT:
  - [http://uwf.edu/procurement/pages/groups.cfm?page=Insurance Requirements \(Minimum\)](http://uwf.edu/procurement/pages/groups.cfm?page=Insurance%20Requirements%20(Minimum))

**GOVERNING LAW/FORUM:** Any PO agreement will be governed by and construed under the laws of the State of Florida which will be the forum for any legal action between the parties arising from or incident to the resulting agreement. The venue for any legal proceeding will be in Escambia County, Florida.

**INVOICING AND PAYMENT:** The invoice must be submitted in the name of the vendor to whom the PO is issued to comply with UWF requirements and to ensure prompt payment. Pursuant to Florida Administrative Code Rule 6C8-7.032, Prompt Payment Rule, UWF shall mail to vendor payment of an invoice within forty (40) days after receipt of an acceptable invoice and receipt, inspection and approval of the goods and services provided in accordance with the terms and conditions of the PO. Failure by UWF to make such payment within forty (40) days shall result in UWF paying interest in accordance with Florida Statute 55.03(1). A vendor ombudsman is available to assist vendor if problems are experienced in obtaining timely payments from UWF by contacting the UWF Office of Inspector General at 850-474-2636.

**CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their solicitation the name of any officer, director, or agent who is also an employee or officer of the University of West Florida. Further, all bidders must disclose in writing the name of any University employee or officer who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. Such relationship or ownership may result in disqualification, and any contract entered in violation of such provisions shall be rendered voidable. For additional information, please contact the Ethics Commission at 850/488-7864.

**PUBLIC RECORDS:** UWF may unilaterally cancel this PO for refusal by vendor to allow public access to all documents and other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this PO. The vendor will indemnify, defend and hold harmless UWF Board of Trustees, the Florida Board of Education and the State of Florida, and their officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, that relate to any public records which the vendor maintained or should have maintained in conjunction with this agreement, or that related to any public records which the company failed to produce or copy in response to a public records request.

**LOBBYING:** Vendor is prohibited from using funds provided under any UWF contract or PO for the purpose of lobbying the legislature or any official officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

**OSHA:** Vendor is responsible for, and hereby agrees to comply with, the Occupational Safety and Health Act and related or similar federal, state, or local regulations.

**EQUAL OPPORTUNITY STATEMENT:** Vendor attests that it is in compliance with all federal and state laws and other regulations against discrimination and prohibits discrimination on the basis of race, creed, color, sex, age, religion, national origin or marital status.

**EMPLOYMENT OF UNAUTHORIZED ALIENS:** UWF shall consider the employment by any contractor of unauthorized aliens a violation of federal law. Any such violation by vendor shall be cause for unilateral cancellation of this contract by UWF.

**PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the State of Florida's convicted vendor list may not submit a proposal on a contract to provide any goods or services, including construction, repairs or leases and may not be awarded or perform work as a contractor, supplier, subcontractor or consultant for UWF for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

01/09/2009