

## IMPORTANT INSTRUCTIONS TO VENDORS

1. When all items have been shipped, submit invoices to the individual requestors
2. Unless otherwise specified, all shipments are FOB New College of Florida. New College of Florida will not accept collect shipments. Vendors must prepay freight and add to the vendor's expense.
3. Invoice prices cannot exceed bid prices. Any item not meeting specifications will be returned to vendor at vendor's expense
4. Show purchase order number on all packages, invoices and correspondence.
5. Florida Sales Tax Exemption Certificate No. 85-8012688746C-3 applies.
6. BLANKETS - Blanket purchase orders for the purchase of daily needs shall not include equipment costing \$5,000 or more, or bid or state contract items.

VENDORS RIGHTS TO PAYMENT - New College shall issue the Vendors payment within 30 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. Any penalty of delay in payment shall be in accordance with section 55.03, Florida Statutes. The Director of Procurement Services for the College may be contacted at 941-487-4570 if you are experiencing problems in obtaining timely payments. The College's Contractor ombudsman, whose duties include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from the College may be contacted at 941-487-4668.

OCCUPATIONAL HEALTH AND SAFETY (TOXIC SUBSTANCES) – Vendor is responsible for and hereby agrees to comply with the Occupational Safety and Health Act (OSHA) and related or similar federal, state or local regulations.

PUBLIC ENTITY CRIMES – Vendor shall be in compliance with Florida Statute 287-133. CONFLICT OF INTEREST – This purchase is subject to the provisions of Chapter 112, Florida Statutes. Vendors must disclose the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Vendors must also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

7. RIGHT TO AUDIT – A provision allowing unilateral cancellation by the agency for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Article I of the State Constitution and s.119.07.
8. LOBBYING – The expenditure of funds from Grants and Aids appropriations, for the purpose of lobbying the Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated Grants and Aids.
9. AFFIRMATIVE ACTION – The College and Vendor must comply with all applicable provisions of: (i) the Vietnam Era Veterans Readjustment Act of 1974; (ii) the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and, (iv) **the rules, regulations, and relevant orders of the U.S. Secretary of Labor. This Contractor/Vendor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
10. INDEMNIFICATION - The Contractor is responsible for its performance under the Agreement. The Contractor will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, NCF and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Contractor or Contractor's officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the NCF premises.  
The College does not waive any claims arising out or in any way associated with this transaction and/or the goods or services furnished pursuant to this Purchase Order nor does the College waive any other rights and/or privileges of any kind whatsoever.  
Any terms requiring College to indemnify Vendor and/or any third party are hereby expressly rejected and shall be null and void and any terms requiring College to carry insurance that exceeds or conflicts with the College's standard insurance policies are hereby also expressly rejected and shall also be null and void.
11. PUBLIC RECORDS - To the extent that Payee meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Payee must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:
  - A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost not exceed the cost provided in Chapter 119, Florida Statutes, 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 the public agency all public records in possession of the contractor 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 the public agency in a format that is compatible with the information technology systems of the public agency. If Payee does not comply with a public records request, College shall enforce the contract provisions in accordance with the contract.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-487-4877, <https://www.ncf.edu/about/departments-and-offices/office-of-the-general-counsel/>, General Counsel, New College of Florida, 5800 Bay Shore Road, Sarasota, FL 34243.**

12. The College shall have the right to unilaterally terminate the contract with the Vendor without cause upon 30 days' prior written notice to Vendor.
13. Payee will have and maintain general liability insurance in a minimum amount of one (1) million dollars and Payee shall send a copy of Payee's insurance certificate (prior to commencement of Payee's performance or delivery hereunder) to the following address by email to [jharris@ncf.edu](mailto:jharris@ncf.edu). The Payee/Vendor shall name New College of Florida as additional insured to their general liability insurance for the duration of this Agreement.
14. **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 University 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.
15. E-Verify. All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of this Agreement. If Vendor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Vendor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the contract. NCF may terminate this Agreement immediately upon notice to Vendor for any violation of this provision.

**THE VENDOR AGREES THAT ANY DELIVERY MADE BECAUSE OF THIS PURCHASE ORDER SHALL INDICATE HIS/HER ACKNOWLEDGMENT OF THIS ORDER AND ACCEPTANCE OF ALL TERMS AND CONDITIONS EXACTLY AS WRITTEN HEREIN**