Miami Dade College (MDC)
PURCHASE ORDER TERMS & CONDITIONS

1. Any change to these Terms and Conditions requires the written authorization of MDC's Purchasing Department.

2. C.O.D. or Freight Collect Shipments will not be accepted.

3. All shipments are F.O.B. DESTINATION unless otherwise agreed upon in writing and in advance. Where F.O.B. Shipping Point has been negotiated, shipper must prepay and add to invoice.

4. Purchase Order Number must be clearly shown on shipping label and all paperwork, including Bill of Lading, Packing Slip and invoice.

5. Shipment MUST be properly packaged. Inspection of delivery will be made at delivery point unless otherwise agreed upon in writing and in advance.

6. Billing Instructions are included in the Purchase Order and must be followed explicitly to ensure proper and prompt payment

   PAYMENT: Payment will be made within 30 days after the items have been received, inspected, and found to comply with the specifications by MDC, are free of damage or defect, and have been properly invoiced.

   Discounts will be taken if payment is made within the discount period. All invoices shall bear MDC's purchase order number.

7. MDC reserves the right to reject any shipment that does not meet the terms, conditions and specifications as stated. Rejected shipments will be returned to Vendor at Vendor's expense.

8. DO NOT EXCEED SPECIFIED QUANTITIES UNLESS A VARIATION OF QUANTITY IS AGREED UPON IN WRITING AND IN ADVANCE.

9. Delivered goods shall comply with all Federal, State, and Local laws relative thereto. The Vendor shall defend actions or claims brought and hold harmless MDC from any loss and costs of damage by reason of negligence, intentional conduct, or actual/ alleged infringement of letters of patent.

10. If TOXIC MATERIALS/SUBSTANCES are provided as part of delivery shipment they MUST include MATERIAL SAFETY DATA SHEETS.

11. Failure to make delivery by or before the required delivery date stated on the Purchase Order shall constitute cause for cancellation of the order, or any part thereof, without further liability to MDC or without prejudice to MDC rights. Vendor's failure to adhere to any term or condition of this Purchase Order may result in cancellation within 48 hours' notice form the issuance of the PO. Vendor agrees that MDC may return part or all of any shipment made, and may charge the Vendor for loss or expense sustained as a result thereof.

12. In the event of any conflict or inconsistency between this Purchase Order and a formal contract or an invitation to bid/request for proposal, the order of priority of controlling terms shall be: (i) formal contract; (ii) invitation to bid/request for proposal; (iii) this Purchase Order.

13. This Purchase Order is not transferable or assignable by the Vendor to third parties, unless pre-approved by the MDC Purchasing Department in writing.

14. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply contract with public entity for the construction or repair of a public building or public work; may not submit a bid,

proposals, or replies on leases of real property of public entity; may not be awarded or perform work as contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (i.e. $35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

15. TAXES: MDC is exempt from the payment of Federal Excise and Florida Sales Taxes on direct purchases of tangible personal property. Tax exemption numbers will be cited on the face of the purchase order. MDC is exempt from the payment of all federal, state, and local telecommunication taxes pursuant to Sections 202.125, 212.08, 365.172 of the Florida Statutes and 26 U.S.C. § 4253.

16. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate delivery of a technical equivalent alteration of the material, quality, workmanship or performance of the items defined in this Purchase Order prior to their delivery, it shall be the responsibility of Vendor to promptly notify MDC indicating in a letter the specific regulation which requires the alteration. MDC reserves the right to accept any proposed equivalent including any price adjustments occasioned thereby, or to cancel the purchase order at no expense to MDC.

17. SOVEREIGN IMMUNITY: The parties hereto acknowledge and agree that MDC is a political subdivision of the State of Florida. MDC's performance under this purchase order and any amendments thereto or attachments connected therewith, shall at all times be subject to any and all state laws, regulations, and MDC Policies and Procedures concerning MDC's operations, commitments and/or activities in furtherance of any terms specified in this purchase order.

18. SAFETY REQUIREMENTS: Vendor agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Material Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

19. NONCONFORMANCE: Items may be tested for compliance with specifications. Items delivered and not conforming to specifications may be rejected and returned at Vendor's expense.

20. ASSIGNMENT: Any monies which may become due there under this Purchase Order are not assignable except with the prior written approval of MDC’s Purchasing Department in writing.

21. INSURANCE AND INDEMNIFICATION: Vendor agrees to indemnify and hold harmless MDC, its officers, agents, and employees from and against any and all claims and liabilities (including expenses) which may result, in whole or in part, from any act or omission on the part of the Vendor, its agents, employees or representatives, or arising from any Vendor-furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of MDC. Vendor shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to MDC.

22. FEDERAL PROVISIONS APPLICABLE ONLY TO FEDERALLY FUNDED AGREEMENTS AND SUBSEQUENT ISSUED PURCHASE ORDERS

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACT UNDER FEDERAL AWARDS. All contracts made by Miami Dade College under a Federal awards must contain the following provisions. Contractor agrees to abide by the provisions, as applicable.

22.1. VIOLATION OR BREACH OF CONTRACT TERMS: Contracts for more that the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

22.2. TERMINATION FOR CAUSE OR CONVENIENCE: For any contract in excess of $10,000 made using federal funds, the following provision shall apply: Termination for Convenience is all contracts issued by the College.

22.3. EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 C.F.R. Part 200, Appendix II(C).
The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Contractor agrees that it shall comply with such provision.

ADDITIONALLY, PROPOSER IS TO INCLUDE THE SIGNED 12.3 NON-DISCRIMINATION IN EMPLOYMENT FORM FOUND IN THE ITN SOLICITATION.

22.4. DAVIS-BACON ACT: For all construction contracts in excess of $2,000, Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week.
Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

22.5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must 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 work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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.

22.6. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

22.7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

22.8. DEBARMENT AND SUSPENSION: Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor certifies that Contractor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify Miami Dade College if Contractor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Proposer is to submit a signed CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR) form which is attached to this Addendum.

22.9. BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 USC 1352) -- Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above 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 USC 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The undersigned Contractor certifies, to the best of his or her knowledge, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned Offeror/Contractor shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor

understands and agrees that the provisions of 31 U.S.C. §3801 *et seq*., apply to this certification and disclosure, if any.

Proposer is to submit a signed BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION FORM ATTACHED TO THIS ADDENDUM

22.10. PROCUREMENT OF RECOVERED MATERIALS: Contractor Agrees that where applicable, it will comply with Section 6002 of the Solid Waste Disposal Act.

22.11. DOMESTIC PREFERENCES FOR PROCUREMENTS: As appropriate and to the extent consistent with the law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). (See 2 CFR §200.322) Contractor Agrees that where applicable, it will comply with 2 CFR §200.216.

22.12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT: The Contractor is prohibited from providing to Miami Dade College any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Miami Dade College is a member of the Florida College System and is independent of any other public or private university or college in Florida or elsewhere.

Miami Dade College is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate and associate degrees. Additionally, Miami Dade College was first accredited by SACSCOC in the 1960s and celebrates the opportunity to continually engage its students, faculty, staff and administrators in a comprehensive self-study focused on institutional effectiveness and quality enhancement.