

# 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 from 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
    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.

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.