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## UNIVERSITY OF FLORIDA PAYMENT TERMS

Last Updated: 4/17/2025

BY ACCEPTING A UNIVERSITY OF FLORIDA PURCHASE ORDER THE VENDOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS.

1. The University of Florida requires that a vendor have a Purchase Order, or a PO number issued by a representative of Procurement Services before shipping any merchandise. The purchase order number must be shown on all invoices.
2. All payments made by the University of Florida are subject to University Policy and Rules as approved by the University's Board of Trustees.


It is the policy of the University that invoices on properly accepted goods or services will generally be paid within 30 days of receipt of the invoice. "Properly accepted" means receipt, inspection, and approval of the goods or services, except that in the case of a bona fide dispute the voucher shall contain a statement of the dispute and authorize payment only in the amount not disputed.

- a. For the purposes of determining the receipt of invoice date, the department is deemed to receive an invoice on the date on which a correct and accurate invoice is first received at the location designated by the University.
- b. The University is deemed to have received an invoice on the date of the invoice if the department has failed to annotate the invoice with the date of receipt at the time the department actually received the invoice or failed at the time the order is placed or contract made to designate a specific location to which the invoice must be delivered.

- c. The University may make partial payments to a contractor upon partial delivery of goods or services or upon partial completion of construction when a request for such partial payment is made by the contractor and approved by the Controller.
- d. Travel and other reimbursements to University officers and employees must be paid in the same time frames and process as payments to vendors under this section.
- e. This section does not apply to payments made to State agencies or other governmental entities within the State of Florida.
- f. All purchasing agreements between the University and a vendor shall include a statement of the vendor's rights. The vendor's rights shall include being provided with the telephone number of the vendor ombudsman within Procurement and Disbursement Services.
- g. Invoices received from vendors that have failed to supply the University with a complete and accurate W-9 or other form that provides all necessary data to determine 1099 status will be deemed insufficient for payment until such information is received.

## **University of Florida Standard Terms and Conditions**

These Standard Terms and Conditions (the "Terms") are hereby attached to the purchase order and/or agreement, together with any invoices, attachments, appendices, exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or otherwise issued in connection therewith (collectively, the "Agreement"), constitutes the entire and exclusive agreement between The University of Florida Board of Trustees ("UF") and the vendor identified in the Agreement (the "Vendor"). UF's approval and acceptance of the Agreement is conditioned on Vendor's agreement that any terms different from or in addition to these Terms, whether communicated orally or contained in any confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Agreement, even if Vendor purports to condition its acceptance of these Terms on UF's agreement to such different or additional terms. Vendor's electronic acceptance, receipt of payment, acknowledgement of these Terms, or commencement of performance constitutes Vendor's acceptance of these Terms. If any discrepancy, difference or conflict exists between the various provisions of these Terms and the Agreement, these Terms shall control.

1. **PAYMENT.** Vendor shall submit bills for compensation for goods, services or expenses in sufficient detail for a pre-and post-audit; payment procedures and invoice requirements are available on UF's Disbursement Services website. If UF does not issue payment within 30 days of receipt of a proper invoice, UF may pay to Vendor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). The foregoing provisions apply only to undisputed amounts for which payment has been authorized by UF. Vendors experiencing payment problems may contact University Disbursements at (352) 392-1241 . UF may make payments to Vendor via the

- University's EFT/ACH or ePayables payment process. Vendor shall provide the necessary information to UF upon request. If Vendor is making payment to UF, Vendor shall pay timely and not offset any amounts or be cause for termination.
2. **RIGHT TO CANCEL.** The University reserves the right to cancel placed orders, return goods, or cancel services at any time if unforeseen costs, price increases or fees (such as tariffs) are not disclosed on the proposal or included in the purchase order. In such an event, Vendor shall promptly refund all pre-paid amounts, as applicable.
  3. **TAXES.** UF is tax-exempt and therefore is not obligated to pay sales, use and excise taxes. A copy of UF's Certificate of Exemption is available from the UF website. Vendor is responsible for applicable taxes under the Agreement.
  4. **VENDOR STATUS.** Vendor will supply UF with a complete vendor application and W-9 or W8-BC (Foreign Vendor); if Vendor fails to supply UF with a complete and accurate W-9 or W8-BC, the invoice will be deemed insufficient for payment until such information has been provided.
  5. **AVAILABILITY OF FUNDS.** UF's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the Legislature.
  6. **AUDIT & RECORD KEEPING.** Vendor will cooperate with UF and shall provide specific records and/or access to all of the Vendor's records related to the Agreement. Vendor agrees to retain all records relating to the Agreement during the term and for a period of three (3) years thereafter, or for the period required by law, whichever is greater, and to make those records available at all reasonable times for investigation, inspection and/or audit by UF and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at a location designated by UF upon reasonable notice to UF. UF will provide Vendor with reasonable notice of the need for such.
  7. **TRAVEL.** Vendor shall not charge UF for any travel expenses, meals, and lodging unless expressly authorized in the Agreement. To the extent that UF is responsible for paying for Vendor's travel expenses, meals and lodging, such travel expenses shall be paid in accordance with Florida Statutes §112.061, and UF's Travel Directives and Procedures, and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Vendor to UF. Any expenses in excess of the amounts prescribed shall be borne by Vendor.
  8. **INDEMNITY.** Nothing in the Agreement shall be construed as UF's indemnification of the Vendor or as a waiver of sovereign immunity as set forth and limited by Florida Statutes §768.28. To the fullest extent permitted by law, Vendor shall indemnify, defend, protect, and hold harmless University of Florida, the UF Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, agents, employees, and their respective successors and assigns (each an "Indemnitee", and collectively, the "Indemnitees") for, from and against all fines, fees, demands, suits, claims, losses, liabilities, damages, lawsuits, royalties, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnitee(s) (including reasonable costs and attorneys' fees) ("Indemnified Claims") arising from Vendor's provision of services, negligence, misrepresentation or breach of any representation, warranty, obligation, or covenant of the Agreement. Such Indemnified Claims shall include, without limitation, all direct, actual, general, special, and

- consequential damages. This provision shall survive the expiration or earlier termination of the Agreement.
9. **ASSUMPTION OF RISK.** Each party hereby assumes any and all risk of personal injury and property damage attributable to the acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the acts or omissions of Vendor's subcontractors or persons otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling its obligations in the Agreement. UF is not liable for the acts of third parties or the consequences of the acts of third parties.
  10. **INFRINGEMENT.** Vendor represents that any goods or services furnished or provided to UF, if any, will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vendor will, at its own expense, defend any suit brought against UF and will indemnify UF against an award of damages and costs made against UF by a settlement or final judgment of a court that is based on a claim that the use of the Vendor's goods or services by UF infringes a trademark or copyright of a third party; provided that UF notifies Vendor in writing of the suit or any claim of infringement within 20 days after receiving notice thereof. Such defense and indemnity shall survive expiration or earlier termination of the Agreement.
  11. **TERMINATION.** Upon giving at least thirty (30) days written notice, or as may otherwise be provided in these Terms, UF may terminate the Agreement with no further obligation to Vendor, other than to pay for goods received and/or services rendered and accepted in compliance with the Agreement prior to the date of termination. Additionally, if Vendor defaults under the Agreement and does not cure its default within fourteen (14) days after written notice thereof, UF may immediately terminate the Agreement.
  12. **INSURANCE.** UF, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UF, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for the Agreement.
    - o Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover the Vendor's (or subcontractor's) exposure in performing the Agreement and at UF's request, name UF as additional insured on the Vendor's policies. If Vendor is required to obtain specific insurance under paragraphs 58, 64 or 70 of these Terms, then the policy must carry an endorsement to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in coverage or amount. In the event the Vendor's insurance carrier refuses to provide an endorsement to provide thirty (30) days prior written notice to UF, then the Vendor will be required to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in the coverage or amount and secure any new insurance as required to comply with the Agreement to ensure continuous coverage. If the Vendor fails to secure and maintain insurance policies complying with the provisions of the Agreement, UF may terminate the Agreement. Vendor shall do nothing that will adversely affect UF, in any way, including increasing risks, insurance premiums or liability. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under the Agreement in accordance with the terms thereof, each


subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with the Agreement. UF reserves the right to cancel any award made or cancel the Agreement if Vendor fails to supply and/or maintain the required coverage. Vendor's procuring of the required insurance shall not relieve the Vendor of any obligation or liability assumed under the Agreement, including specifically the indemnity obligations. The Vendor may carry, at his own expense, such additional insurance, as Vendor deems necessary. The Vendor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Vendor's operations within the scope provided for under the Agreement, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.

13. **ADVERTISING OR PUBLICATION.** Neither Vendor nor any of its subcontractors or affiliates shall cause or allow the name of UF or any UF logo or mark (or any variation thereof), or that of any of its schools, departments, or employees to be used in any advertising or promotional literature, electronic or otherwise, or in any publication whatsoever, without the prior written approval of UF. Except with the prior written consent of the other party, no party shall make any press or media announcement concerning the Agreement. In the case of UF, consent must be provided by its Office of Strategic Communications and Marketing.
14. **RELATIONSHIP OF THE PARTIES.** Vendor is an independent contractor, and neither Vendor nor Vendor's employees, agents, or other representatives shall be considered UF employees or agents. Vendor is retained by UF only for those purposes and to the extent set forth in the Agreement.
15. **PROHIBITIONS.** Vendor is prohibited from (a) incurring any debt on behalf of UF; (b) entering into any contract, arrangement, or transaction which binds UF to any extent or creates any obligation on UF; or (c) utilizing UF's name, credit, reputation, good-will, resources, or assets for any purpose.
16. **GOVERNING LAW.** The Agreement is governed by the laws of the State of Florida without regards to any conflicts of law principles. Venue for all actions or proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the state courts located in Alachua County, Florida.
17. **DELETION.** Any term and/or condition in the Agreement on the following subject matters are hereby deleted and declared null and void: (a) Grants of exclusivity by UF to the Vendor; (b) Restrictions on the hiring of the Vendor's employees; (c) Automatic renewals or extensions of the term of the Agreement; (d) Limitation of time to bring suit; (e) Limitation of the Vendor's liability; (f) Indemnification of the Vendor by UF; (g) Attorney's and collection fees provisions; and (h) Mediation and arbitration provisions.
18. **NON-WAIVER.** Except as otherwise provided in the Agreement, failure by UF to insist on strict performance of any provision of the Agreement, complain of any action, non-action, or default of the Vendor, or to exercise any right or privilege, shall not constitute a waiver of UF's rights hereunder.
19. **ASSIGNMENT.** The Agreement may not be assigned, whether by operation of law or otherwise, subcontracted or modified by either party except as agreed to in writing and

signed by the Parties, and the Agreement shall be binding upon the Parties' successors and assigns.

20. **THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to the Agreement.
21. **ACCESS TO WORK.** If applicable, UF shall at all times have access to review the ongoing work of Vendor for purposes of inspecting the same and determining that the Vendor's performance is in accordance with the terms of the Agreement.
22. **OWNERSHIP OF WORKS.** UF shall retain all rights, title and interest in any content, data or other intellectual property owned or supplied by UF.
23. **CONFIDENTIALITY/PRIVACY.** Vendor acknowledges and agrees that any and all documents, materials and information furnished to the Vendor by UF or its affiliates in connection with the Agreement (the "Confidential Information") are and shall remain at all times proprietary, and the sole property of UF. Vendor shall not disclose Confidential Information to third parties unless it obtains UF's prior written consent prior to such disclosure. Vendor shall at all times comply with any and all applicable state and federal laws governing the use and/or safe-keeping of Confidential Information and/or any Personally Identifiable Information ("PII"), as the term may be defined by state or federal law, including, but not limited to, The Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), and The Health Insurance Portability and Accountability Act (HIPAA), and Vendor shall obtain, in advance, all necessary permissions and consents in regards to its collection and/or receipt of any such Confidential Information or PII. In the event that UF will share with Vendor or provides access to Vendor of any Protected Health Information ("PHI"), as that term is defined by state or federal law, in order to perform the Agreement, UF and Vendor shall enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Vendor agrees that, upon request from UF or upon the termination or expiration of the Agreement, Vendor shall return to UF, and shall erase, destroy, and render unreadable as applicable, all Confidential Information, PII and PHI from all files, hard drives, computer or network systems, backup systems, cloud storing services or from any other location containing any such information, and certify in writing to UF that these actions have been completed within thirty (30) days of the termination or expiration of the Agreement or within seven (7) days of the request of UF, whichever shall come first. In the event of a breach of any of Vendor's obligations herein, Vendor agrees to indemnify, hold harmless and defend UF against any claims, damages, or other harm related to such breach. In the event the Vendor required by subpoena or other judicial or administrative process or by law to disclose such records PII, PHI, or Confidential Information, the Vendor shall (i) provide UF with prompt notice thereof; (ii) consult with UF on the advisability of taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the information that is responsive to the request; (iv) comply with the requirements of all state and federal privacy laws applicable to the Information; and (v) reasonably cooperate with UF in any attempt that UF may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. This provision shall survive the expiration or earlier termination of the Agreement.



24. **PUBLIC RECORDS.** UF is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119 (the “Florida Public Records Laws”), and UF will respond to such public records request without any duty to give the Vendor prior notice. If Vendor is a “contractor” as defined under Section 119.0701, Florida Statutes, it shall comply with all applicable public records laws. Specifically, Vendor shall: (1) keep and maintain public records required by UF to perform the service; (2) Upon request from UF’s custodian of public records, provide UF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under that section, or as otherwise provide by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the Agreement if Vendor does not transfer the records to UF; and (4) upon completion of the Agreement, transfer, at no cost, to UF all public records in possession of Vendor or keep and maintain public records required by UF to perform the service. If Vendor transfers all public records to UF upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to UF, upon request by UF’s public records custodian, in a format that is compatible with UF’s information technology systems. If UF receives a request for public records, and UF does not possess such records, UF shall immediately notify Vendor of such request, and Vendor must provide them to UF or allow the records to be inspected or copied within a reasonable time. If Vendor does not comply with the request for records, UF shall enforce the terms of the Agreement, and Vendor may be subject to civil action under Section 119.0701, Florida Statutes, and the penalties outlined under **Section 119.10, Florida Statutes**. UF may unilaterally cancel the Agreement for Vendor’s refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision shall survive the expiration or earlier termination of the Agreement. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 846-3903 , BY EMAIL AT [pr-request@ufl.edu](mailto:pr-request@ufl.edu), OR BY MAIL AT 101 TIGERT HALL, PO Box 113156, GAINESVILLE, FLORIDA 32611.
25. **COMPLIANCE WITH LAWS.** In the performance of the Agreement, Vendor shall, at its own expense, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Vendor acknowledges and agrees that Vendor has and will at all times maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. Vendor shall also comply with all applicable UF policies and regulations applicable to the Agreement. This provision shall survive the expiration or earlier termination of the Agreement.
26. **COMPLIANCE WITH EXPORT CONTROL REGULATIONS.** To the extent that U.S. Export Control Regulations apply to Vendor, then Vendor agrees to comply with export control laws, including the International Traffic in Arms Regulations (ITAR); the

- Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export controlled products, technology and/or software (“goods”) to UF, Vendor will provide UF with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.
27. **COMPLIANCE WITH PCI-DSS.** If the Vendor is performing any credit card processing on behalf of UF, Vendor warrants and represents that it has the appropriate safeguarding measures to protect cardholder data, and, at a minimum, shall fully comply with the Payment Card Industry Data Security Standard (“PCI DSS”). Vendor further agrees to comply with UF’s Payment Card Policy and UF Credit Card Standards.
  28. **CERTIFICATION.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a 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 Florida Statutes § 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By entering into the Agreement, Vendor is certifying that Vendor is not on any convicted vendor list (see § 287.133(2)(a), F.S.).
  29. **LOBBYING.** Vendor is prohibited from using funds provided under the Agreement 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.
  30. **E-VERIFY COMPLIANCE; UNAUTHORIZED ALIEN WORKERS.** By entering into a contract with UF, Vendor is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat. The Vendor’s employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized alien workers, such violation shall be cause for UF’S unilateral cancellation of the Agreement.
  31. **EQUAL OPPORTUNITY.** Vendor affirms the principles of equal opportunity employment. Vendor will not discriminate against qualified candidates for any unlawful reasons, including race, religion, sex, sexual orientation, national origin, age or disability.
  32. **NO CONFLICT OF INTEREST.** Vendor represents that neither Vendor nor its employees, officers or owners have, or whose relative have, a relationship with UF, that will result in a violation of the Code of Ethics for Public Officers and Employees, including, but not limited to Florida Statutes Section 112.313(3) and (7) and Florida Statutes 112.3185(6) thereof, by reason of the Vendor entering into the Agreement. In addition, as applicable, neither Vendor nor any employee, agent or other person acting on its behalf will: undertake, cause, or permit any act that would violate any applicable anti-corruption law, including, but not limited to, the U.S. Foreign Corrupt Practices Act, and



- the UK Bribery Act; or make, cause, or permit any offer, promise, or payment of money or any other thing of value to any third party, directly or indirectly, to improperly influence the actions of any person, or to obtain any improper advantage in favor of UF in connection with any of the Services;
33. **AGREEMENTS RELATED TO UF'S AGREEMENT WITH UNITED STATES OF AMERICA.** IF UF HAS ENTERED INTO AN AGREEMENT WITH THE UNITED STATES OF AMERICA, OR ANY DEPARTMENT THEREOF, AND THE AGREEMENT IS ENTERED INTO WITH THE VENDOR TO FURTHER THE PERFORMANCE OF THE WORK REQUIRED IN SUCH AGREEMENT, THE VENDOR SHALL COMPLY WITH THE FEDERAL FLOW THROUGH REQUIREMENTS, ON THE UF PROCUREMENT SERVICES WEBSITE UNDER PURCHASE ORDER TERMS AND CONDITIONS
34. **AUTHORITY TO EXECUTE.** The Vendor represents and warrants that the Agreement has been duly authorized, executed and delivered by and on behalf of the Vendor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Agreement is signed by the Vendor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of the Vendor, that he/she is authorized to enter into the Agreement, and that the agent and Vendor shall be jointly and severally liable for any breach of the Agreement or of the representation.
35. **FACSIMILE SIGNATURES ALLOWED.** The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature.
36. **SURVIVAL.** Any provision of the Agreement providing for performance by either party after termination of the Agreement shall survive such termination and continue to be effective and enforceable.
37. **SEVERABILITY.** Each term, covenant, condition, or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law, and if any such term, covenant, condition or provision of the Agreement, or the application thereof to any Vendor or circumstance, shall ever be held to be invalid, illegal or unenforceable by a court or judicial officer, such term, covenant, condition, or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal, or unenforceable term, covenant, condition, or provision.
38. **NOTICE.** Any notice to either party hereunder must be in writing and signed by the party giving it, and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained; addressed to the address in the Agreement.
39. **AMENDMENTS.** The Agreement may only be amended by written amendments duly executed by the parties hereto. If any provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of the Agreement shall remain valid and enforceable.
40. **COUNTERPARTS; FACSIMILES.** The Agreement may NOT be executed in counterparts. Pursuant to Florida law, a facsimile signature shall be deemed to constitute an original signature.

41. **DATA PROTECTION COMPLIANCE.** To the extent applicable, Vendor shall ensure and hereby represents and warrants that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with Federal, State and applicable international privacy laws, including the EU General Data Protection Regulation 2016/679 (GDPR).
42. **PRIDE:** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2), AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR UNIVERSITY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED. This requirement applies only if the corporation produces a product covered by this CONTRACT and can satisfy the terms of this CONTRACT with respect to price, quantity, quality, and delivery time. Any questions concerning the corporation's ability to provide products or services should be directed to: Prison Rehabilitative Industries and Diversified Enterprises, Inc., 12425 - 28th Street North, Saint Petersburg, Florida 33716, (727) 572-1987.
43. **COMBATting HUMAN TRAFFICKING:** By entering this contract, Vendor hereby represents and warrants by penalty of perjury that Vendor is not using coercion to employ any person for labor or services. Coercion includes, without limitation, the use of express or implied physical threats of violence or reprisal (as discharge from employment or extortion, fraud or other intimidation behavior that puts a person in immediate fear of the consequences in order to compel that person to act against his or her will.

#### **ADDITIONAL TERMS FOR THE PURCHASE OF GOODS**

44. Goods. As used in these Terms, "Goods" shall mean all those items and/or products specified in the Agreement.
45. Changes. Any changes to the Goods shall be negotiated in advance by the Parties and agreed to in writing. If a change causes an increase or decrease in cost and/or time required for performance of the Goods, an equitable adjustment shall be made and the Agreement shall be modified accordingly. If price, terms, shipping date or any other expressed condition of the Agreement cannot be achieved or met by Vendor, UF must be notified and must accept in writing any variation prior to shipment or delivery.
46. Delivery of Goods. Vendor hereby agrees to on-time delivery based upon the timeline set forth in the Agreement. If the Agreement does not specify a delivery date (the "Delivery Date") or timeline, Vendor shall provide the Goods as if time is of the essence. Changes, modifications or any delay resulting from UF that prevents Vendor from achieving the Delivery Date shall not constitute a breach of the Agreement by Vendor. If Vendor anticipates a delay in the delivery of the Goods, Vendor shall immediately notify UF. In the event that Vendor fails to deliver the Goods by the Delivery Date not due to the fault of

- UF, or Vendor fails to deliver conforming Goods, UF may purchase substitute Goods elsewhere and charge Vendor for any additional expense incurred relating to the purchase of such substitute Goods. Vendor shall deliver all Goods in accordance with the terms of the Agreement. If delivery of the Goods is not complete by the Delivery Date, UF may, without liability, and in addition to its other rights and remedies, terminate the Agreement, by notice effective when received by Vendor, as to Goods not yet delivered or rendered. Acceptance (as defined below) of any part shall not bind UF to Accept any future shipments nor deprive it of the right to return Goods already Accepted.
47. Acceptance. For purposes of these Terms, “Acceptance” means the point at which UF accepts or is deemed to accept the Goods in accordance with the terms set forth in the Agreement. Acceptance shall include the terms “Accept” and “Accepted.” As a condition precedent to payment for the Goods by UF to Vendor, the Goods shall be deemed to have been Accepted (i) in the absence of written notification of nonAcceptance by UF to Vendor within a reasonable period of time, or (ii) upon timely delivery of the Goods identified herein to the shipping address specified on the face of the Agreement and the examination and confirmation that the Goods conform to their applicable specifications. UF retains the right to reject any non-conforming Goods and shall not be obligated to Accept any non-conforming Goods.
48. Risk of Loss. Vendor assumes all risk of loss of or damage to all Goods ordered and all work in progress, materials, and other items related to the Agreement until the same are finally Accepted by UF. Vendor assumes all risk of loss of or damage relating to any Goods, work in progress, materials, and other items rejected by UF until the same are received by Vendor or Accepted by UF.
49. Warranty. In addition to Vendor’s standard warranty relating to the Goods, Vendor warrants that the Goods to be delivered pursuant to the Agreement (i) are of merchantable quality and free from defects in material or workmanship, (ii) shall conform to all specifications or other descriptions furnished to and approved by the Parties, (iii) comply with all applicable international, federal, state and local laws, rules and regulations (including, without limitation, those concerning health, safety, and environmental standards) which bear upon Vendor’s performance, (iv) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by UF, and (v) are not restricted in any way by any patents, copyrights, mask work, trademark, trade secrets, or intellectual property, proprietary or contractual right of any third party. In addition, Vendor warrants that UF shall have good and marketable title to all Goods (including components thereof) purchased pursuant to transactions contemplated under the Agreement, free of all liens and encumbrances and that no licenses are required for UF to use such Goods. The terms of this Section shall not be waived by reason of Acceptance or payment of the Goods by UF.
50. Shipping. Vendor shall substantially pack, mark and ship all Goods in a manner to secure the lowest, reasonable transportation cost and in accordance with the shipping instructions contained in the Agreement and the requirements of common carriers. If no shipping instructions are included, Vendor will ship goods FOB Destination. Vendor shall be liable for any difference in shipping charges arising from its failure to follow the shipping instructions contained herein or properly describe the shipment. Vendor must include Agreement No. on all: invoices, B/L, cases, bundles packing lists and correspondence. Vendor will include a packing list showing contents of that container in each container

- shipped. UF will accept delivery of goods only between 8:30 A.M. and 4:30 P.M. EST Mondays through Fridays; no deliveries will be accepted on University and State of Florida holidays. The Parties agree to assist each other in the prosecution of claims against carriers.
51. Toxic Substances. In compliance with 29 CFR 1910.1200, if the Agreement involves the shipping of any item designated as a toxic substance such shipment must be in compliance with the law and accompanied by a Material Safety Data Sheet.
  52. Inspection. Payment for the Goods provided under the Agreement shall not constitute Acceptance thereof. UF may inspect and test such Goods and reject any/all items that are, in UF's sole judgment, non-conforming. Goods rejected or supplies in excess of quantities ordered may be returned to Vendor at its expense. Failure by UF to inspect and/or test the Goods shall not be deemed Acceptance by UF.
  53. Cancellation. UF may for any reason and at any time, at its option cancel any unshipped Goods. A termination penalty may not be charged to UF. To the extent the Agreement covers stock Goods, UF's only obligation is to pay for Accepted Products prior to such cancellation. To the extent the Agreement covers Goods manufactured or fabricated to UF's specifications, Vendor shall immediately cease all performance hereunder upon receipt of notice of cancellation, and, if Vendor is not in default, UF shall reimburse Vendor for the actual, direct cost to Vendor of such Goods which have, at the time of such cancellation, been wholly or partially manufactured and title to all such Goods shall pass to UF. Unless UF shall have otherwise instructed Vendor, Vendor agrees that it will not manufacture Goods in reserve in an amount greater than the number of manufactured Goods that it has shipped to UF at any one time.
  54. Force Majeure. UF may delay delivery, performance, or Acceptance of the Goods ordered hereunder in the event of causes beyond its control. Vendor shall hold such Goods at the direction of UF, and Vendor shall deliver the Goods when the cause affecting the delay is eliminated. UF shall be responsible only for Vendor's direct additional costs incurred by holding the Goods at UF's request. Causes beyond UF's control shall include, without limitation, government action or failure to act where required, strike or other labor trouble, fire or similar catastrophe, and severe weather or other acts of God.

#### **ADDITIONAL TERMS FOR SERVICES/ENTERTAINMENT/PERFORMANCE AGREEMENTS**

55. Deposit. Unless non-state funds are being used to pay, UF cannot make deposits or prepay any amounts. Any deposits made by UF are refundable.
56. Cancellation. UF may cancel the Agreement by giving Vendor at least ten (10) days prior written notice of cancellation. If UF cancels the Agreement for reasons other than breach by Vendor, UF shall only be liable for payment of services rendered and accepted by UF prior to the date of notice of cancellation, and in addition, UF will reimburse Vendor for Vendor's out-of-pocket expenses related to the performance of the Agreement that were incurred by Vendor prior to notice of cancellation if such expenses are non-refundable/non-returnable. However, such expenses of Vendor will only be reimbursed to the extent permitted by Fla. Stat. §112.061 and UF's Travel Policy, as detailed in paragraph 6 (Travel) of these Terms.

57. Warranty. Vendor warrants that it has all of the requisite resources, skill, experience and qualifications to perform all of the services obtained by UF in a professional and workmanlike manner, in accordance with industry standards for similar services
58. Limited Use of Tapes/Recordings. UF is granted the right to tape and/or record the performance; however, such tapes or recordings shall only be used for archival and/or educational purposes for the benefit of UF's students, faculty and staff.
59. Insurance. In addition to paragraph 11 of these Terms, the Vendor shall provide and keep in full force and effect during the term of the Agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and UF, with an insurer reasonably acceptable to UF: (i) Commercial General Liability which includes coverage for bodily injury, property damage, personal injury and contractual liability in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Workers Compensation Coverage, to be maintained in an amount equal to or greater than the statutory limits required by the laws of the State of Florida. In the event the Vendor is exempt by law from carrying Worker's Compensation insurance, Vendor must provide proof of exemption. The Vendor shall deliver to UF true and correct copies of certificates of such insurance and/or exemption. The certificate shall indicate that the Commercial General Liability policy carries an endorsement which names The University of Florida Board of Trustees, University of Florida, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds. The Vendor's policy shall be primary and any insurance carried by UF shall be noncontributing with respect thereto.
60. Failure to Perform. Any failure of Vendor to perform may be excused only for proven sickness or injury, civil tumult or riot, epidemics, acts of God, or other conditions beyond the control of the Vendor. Vendor or Vendor's agent must notify UF immediately of any reason which might result in Vendor's failure to perform on the scheduled date. UF reserves the right to approve/substitute any other performer for Vendor in the event that Vendor is not able to perform as scheduled.
61. Public Officials. In accordance with state and federal election laws, regulations and guidelines, public officials visiting an UF campus for nonpartisan events or functions sponsored or hosted by UF shall comply with the following guidelines: (i) All appearances, questions/answers sessions, speeches or similar communications should be made in an academic setting and should not involve any campaign speeches, rallies or events; Campaigning, including fundraising, is prohibited; a nonpartisan atmosphere must be maintained in the premises; and (iv) If the public official is also a candidate for an upcoming or future election: 1.) The public official shall appear and speak in a non-candidate capacity; 2.) The public official shall appear and speak for reasons other than his or her candidacy; The public official shall not refer to his or her own candidacy or that of any other candidate in his or her speech; The public official's campaign staff shall not be permitted to solicit campaign contributions or campaign support; Neither the public official or his/her staff will be permitted to coordinate or encourage the display of campaign banners or decorations or encourage distribution of the public official's campaign materials; Any communications of the public official related to the public official's attendance at the event, before, during or after the event, shall clearly indicate the capacity in which the public official is appearing or appeared and should not mention the candidacy



or the upcoming election; and Any communication of the public official related to the public official's attendance at the event, before, during or after the event, shall not insinuate, imply or suggest the appearance of UF's support or opposition of the public official in his/her capacity as a candidate.

### **ADDITIONAL TERMS FOR HOTEL/MEETING SPACES**

62. Deposit. Unless non-state funds are being used to pay, UF cannot make deposits or prepay any amounts. Any deposits made by UF are refundable.
63. Cancellation. Cancellation fees, liquidated damages fees, etc. may only be assessed if UF cancels the Agreement for the sole purpose of holding the event at another location, and UF fails to give the Vendor at least 30 days' advance notice (72 hours' notice if Agreement is for meeting rooms only and Vendor is unable to rent the meeting rooms to another person/entity). In any case, cancellation fees shall be limited to the cost of the room rental only. UF, in lieu of paying cancellation fees, at its sole option, may agree to book another event with the Vendor in order to mitigate damages.
64. Food/Parking/Incidentals. UF is not responsible for charges made by attendees.
65. Insurance. In addition to paragraph 11 of these Terms, the Vendor shall provide and keep in full force and effect during the term of the Agreement, at the Vendor's own cost and expense, the following insurance policy for the joint benefit of the Vendor and UF, with an insurer reasonably acceptable to UF: (i) Commercial General Liability which includes coverage for bodily injury, property damage, personal injury, products/completed operations and contractual liability in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Vendor shall deliver to UF true and correct copies of certificates of such insurance. The certificates shall indicate that the Commercial General Liability policy carries an endorsement which names The University of Florida Board of Trustees, University of Florida, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds. The Vendor's policy shall be primary and any insurance carried by UF shall be noncontributing with respect thereto. e. Americans With Disabilities Act ("ADA").
66. Compliance by the Vendor. The Vendor is responsible for complying with the public accommodations requirements of the ADA not otherwise allocated to UF, including: (a) the "readily achievable" removal of physical barriers to access to the meeting rooms (e.g., speakers' platform and public address systems), sleeping rooms, common areas (e.g., restaurants, rest rooms, and public telephones); (b) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Vendor other than other individuals (e.g., Braille room services menus or reader); and (c) the modification of the Vendor's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied).
67. Compliance by UF. UF is responsible for complying with the following public accommodations requirements of ADA: (a) the "readily achievable" removal of physical barriers within the meeting rooms utilized by UF which UF would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Vendor;

(b) any extraordinary costs for special auxiliary aids requested by the attendees/UF shall be borne by UF provided the Vendor notifies UF in advance and in writing; and (c) the modification of UF's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate in the program. (iii) Mutual Cooperation in Identifying Special Needs. UF shall attempt to identify in advance any special needs of disabled registrants, faculty, and guests requiring accommodations by the Vendor. Each party will notify the other party in writing of such needs for accommodation as soon as UF is aware of such needs. Whenever possible, UF shall copy the Vendor on correspondence with attendees who indicate special needs as covered by ADA. The Vendor shall notify UF in advance and in writing of requests for accommodations which it may otherwise receive to facilitate identification by UF of its own accommodation obligations or needs as required by ADA.

### **ADDITIONAL TERMS FOR THE PURCHASE OF SOFTWARE AND INFORMATION SERVICES**

68. Infringement. In accordance with paragraph 9 (Infringement) of these Terms, Vendor represents and warrants that its software and/or hardware, as applicable, and any related systems, documentation and/or services related thereto (collectively, the "Materials") furnished to UF will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other intellectual or proprietary right of any third party. However, in the event an injunction or order is obtained against UF for the use of the Vendor's Materials or, if in the Vendor's opinion, the Materials are likely to become the subject of a claim of infringement or violation of a copyright, trademark, trade secret, or other intellectual or proprietary right of a third party, Vendor shall, at its expense, either (a) Procure for UF the right to continue using the Materials; or (b) At no additional cost to UF, replace or modify the Materials so that it becomes non-infringing, but only if the modification or replacement does not adversely affect the specifications of the Materials or its use by UF; or (c) If neither (a) nor (b) above is practicable, Vendor shall remove the Materials from UF and shall issue a credit for the Materials to UF, less an equitable refund or adjustment reflecting the value of the Materials during the remainder of term of the Agreement and UF's cost of replacement. Thereafter, any license involved shall be considered canceled.
69. Use of Information. UF may distribute any information or service based upon, generated by, or involving the use of the Materials as long as the Materials is not distributed to individuals outside of UF. The Materials may be distributed if it is permitted by the Agreement. UF may create and retain a copy of the Materials and related documentation for back-up and disaster recovery purposes, and for archival purposes for use after the termination or expiration of the Agreement.
70. Public Records. In addition to paragraph 23 (Public Records) of these Terms, if any of the Materials are considered confidential or trade secret pursuant to applicable Florida law and are exempt from the Florida Public Records Laws, UF, in accordance with such laws, will not disclose to any third party such Materials that are clearly marked as such unless otherwise authorized in writing by the Vendor. This provision shall survive the termination or expiration of the Agreement.

71. Insurance. In addition to paragraph 11 of these Terms, the Vendor shall provide and keep in full force and effect during the term of the Agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and UF, with an insurer reasonably acceptable to UF: (i) Professional Liability insurance with a minimum per claim liability limit amount of \$1,000,000 (ii) In the event the Vendor is hosting UF information, Cyber Liability insurance will be required with a minimum aggregate liability limit amount of \$1,000,000. The Vendor shall deliver to UF true and correct copies of certificates of such insurance. If the professional liability insurance is provided on a claims-made basis, then such insurance shall continue throughout the term of the Agreement and upon the termination of the Agreement, or the expiration or cancellation of the insurance, UF shall purchase, or shall require Vendor to purchase, tail coverage for a period of three years after the termination of the Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage).
72. Information Security. To the extent applicable to Vendor's performance under the Agreement, Vendor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Vendor further agrees to the following:
73. Network Standards: Vendor agrees that it shall, at least, meet those standards that UF applies to its own network (see UF IT Policies, as it may be updated);
74. Data Security: Vendor agrees to protect and maintain the security of any UF data (including, but not limited to, Confidential Information, PII, and PHI) with protection that is at least as good as or better than that maintained by UF. These security measures include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated (see UF IT Policies, as it may be updated);
75. Data Transmission: Vendor agrees that any and all transmission or exchange of system application data with UF and/or any other Parties expressly designated by UF, shall take place via secure means, e.g., HTTPS or FTPS;
76. Data Storage: Vendor agrees that any and all UF data will be stored, processed, and maintained solely on designated target servers and that no UF data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is in part of the Vendor's designated backup and recovery process;
77. Domain Encryption: Vendor agrees that any websites hosted by Vendor on behalf of UF shall be on an encrypted domain in compliance with the minimum security standards (see UF IT Policies, as it may be updated);
78. Data Encryption: Vendor agrees to store any UF backup data as part of its designated backup and recovery process in encrypted form, using no less than 128-bit key;
79. Password Protection: Vendor agrees that any portable or laptop computer that resides at any UF facility, has access to a UF network, or stores any non-public UF data is equipped with strong and secure password protection;
80. Data Re-Use: Vendor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in the Agreement. Data shall not be distributed, repurposed or shaped across other applications, environments, or business units of Vendor. Vendor further agrees that no UF data of any kind shall be transmitted, exchanged or

otherwise passed to other vendors or interested Parties except on a case-by-case basis as specifically agreed to in writing in advance by UF; (ix) Data Destruction: Vendor agrees that, upon termination or expiration of the Agreement, it shall erase, destroy, and render unreadable all UF data from all computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the termination of the Agreement or within seven (7) days of the request of an agent of UF, whichever shall come first; and (x) Notification and Data Breaches: Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law, Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend UF against any claims, damages, or other harm related to such event.

### **ADDITIONAL TERMS FOR INDEPENDENT CONTRACTORS**

81. Termination. The Agreement may be terminated by UF by written notice to Vendor of such intent to terminate at least ten (10) days prior to the effective date of such termination. UF may, upon five (5) days' written notice to Vendor setting forth with specificity the basis for the termination, terminate the Agreement for Cause (as hereinafter defined). For purposes of the Agreement, "Cause" is defined as Vendor's failure to perform the services within the time specified or Vendor's failure to adhere to any terms of the Agreement. If the Agreement is terminated, UF shall only be liable for payment of goods received and services rendered prior to the date of termination and accepted by UF.
82. Key Personnel. Vendor may only reassign or substitute Key Personnel upon consent by UF, not to be unreasonably withheld, or upon the unavailability of assigned Key Personnel due to illness or other factors beyond Vendor's control, provided that prior notice of such reassignment or substitution is delivered to UF. Additionally, Vendor shall substitute Key Personnel upon UF's reasonable request.
83. Ownership of Work Product. All right, title and interest in and to any invention, work product, idea or creation conceived, developed or produced during the performance of services under the Agreement (including but not limited to creative, copy, scripts, story boards, writing, copyrights, trademarks, art, music, software and documentation, business systems or ideas, and research projects) are considered a work-made-for hire and shall be property of UF whether created individually by the Vendor or jointly with UF, on or off premises. If Vendor is providing software, UF may create and retain a copy of the Vendor and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Agreement is terminated. This provision shall survive the expiration or earlier termination of the Agreement.
84. Access to Work. Although Vendor has the authority to control and direct the performance of the details of the work, the work contemplated herein must meet UF's standards and approval and shall be subject to UF's general right of inspection to secure the satisfactory completion thereof.
85. Non-Compete. If Vendor is acting as a consultant to UF and is representing UF's interests in dealings with other third parties, Vendor shall not accept employment with or act as an

independent contractor for such third parties for a period of one (1) year after the Agreement is terminated.

86. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, labor strike, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

## **FLOW- THROUGH REQUIREMENTS FOR PURCHASES USING FEDERAL FUNDS**

87. **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.
88. **Equal Employment Opportunity** – This contractor and subcontractor 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.
89. **Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the University in any resulting invention in accordance with 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.
90. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the Purchase Order amount exceeds \$150,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
91. **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.
92. **Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds \$25,000, the Vendor shall provide the University with the required certification regarding its exclusion status and that of its principal employees.
  93. **Records Access (2 CFR §200.331)** (Contracts in excess of \$2,000). University, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a Federal Award for the purpose of making audits, examinations, excerpts and transcriptions.
  94. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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 Vendor is 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 is otherwise entitled.
  95. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (ARRA Section 1606)**. 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.
  96. **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 work week 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 work week. 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.

97. **Domestic Preferences for Procurements.** (2 CFR §200.322) As applicable and to the extent consistent with law, Vendor shall, to the greatest extent practicable, 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). The requirements of this section must be included in all sub-contract, purchase orders for work or products under this award. (Updated 6/8/2023)

## **FEMA**

### **FEMA PUBLIC ASSISTANCE PROGRAM PROCUREMENT REQUIREMENTS ADDENDUM**

1. The terms of this FEMA Public Assistance Program Procurement Requirements Addendum (“Addendum”) are intended to supplement and/or amend the Contract, Agreement and/or Purchase Order as applicable. The terms of this Addendum are to be read in conjunction with the Contract, Agreement and/or Purchase Order to every extent possible. However, in the event of a conflict, this Addendum will control.
2. Termination.
  1. Termination for Convenience. This Contract, Agreement and/or Purchase Order may be terminated by UF without cause upon no less than thirty (30) days written notice.
  2. Termination for Cause. Each term and condition of the Contract, Agreement and/or Purchase Order is material and any breach or default by either party in the performance of each such term and condition will be a material breach or default of the Contract, Agreement and/or Purchase Order. Either party may terminate this Contract, Agreement and/or Purchase Order in the event the other party materially breaches or defaults in the performance of any of its obligations hereunder, and such default continues for thirty (30) days after written notice thereof is provided to the breaching party by the non-breaching party. Any termination will become effective at the end of such thirty (30) day period unless the breaching party cures any such breach or default prior to the expiration of such period.
  3. Administration of Termination. All written notices must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of termination under this Contract, Agreement and/or Purchase Order, only fees for Services actually rendered by the Vendor through the date of termination, if any, will be due and payable, and all work in progress will become property of UF and will be turned over promptly by the Vendor. Upon receipt of written notice of termination, up until the date of termination, the Vendor will make reasonable efforts to limit the incursion of additional fees and perform only those Services necessary for the timely delivery of work in progress to UF and/or to correct a material breach or default, as applicable. The Parties will not be relieved of the duty

to perform their obligations up to and including the date of termination. A termination penalty may not be charged against UF.

3. Equal Opportunity. If the Services provided under this Contract, Agreement and/or Purchase Order include construction, then the Vendor agrees as follows:
  1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  3. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  5. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract, Agreement and/or Purchase Order or with any of the said rules, regulations, or orders, this Contract, Agreement and/or Purchase Order may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  7. The Vendor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the administering agency the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

4. Davis-Bacon Act. If the Contract, Agreement and/or Purchase Order NOT TO EXCEED amount is in excess of Two Thousand & 00/100 Dollars (\$2,000.00) and Services include construction, then the Vendor must comply with the Davis-Bacon Act (40 U.S.C. § 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
5. Compliance with Copeland “Anti-Kickback” Act. If the Contract, Agreement and/or Purchase Order NOT TO EXCEED amount is in excess of Two Thousand & 00/100 Dollars (\$2,000.00) and Services include construction, then the Vendor agrees as follows:
  1. Contractor. The Vendor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract, Agreement and/or Purchase Order.
  2. Subcontracts. The Vendor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  3. Breach. A breach of the contract clauses above may be grounds for termination of the Contract, Agreement and/or Purchase Order, and for debarment of Vendor and/or subcontractor(s), if any, as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
6. Compliance with the Contract Work Hours and Safety Standards Act. If the Contract, Agreement and/or Purchase Order NOT TO EXCEED amount is in excess of One Hundred Thousand & 00/100 Dollars (\$100,000.00) and Vendor employs mechanics or laborers, then Vendor agrees as follows:
  1. Overtime Requirements. The Vendor and their subcontractor(s), if any, providing Services under this Contract, Agreement and/or Purchase Order which may require or involve the employment of laborers or mechanics will not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1 ½) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
  2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Vendor and their subcontractor(s), if any, responsible therefor shall be liable for the unpaid wages. In

addition, such Vendor and their subcontractor(s), if any, shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

3. Withholding for Unpaid Wages and Liquidated Damages. FEMA shall upon its own action or upon written request .of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor and/or subcontractor(s), if any, under any such contract or any other Federal contract with UF, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by UF, such sums as may be determined to be necessary to satisfy any liabilities of Vendor and/or subcontractor(s), if any, for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
4. Subcontracts. The Vendor and subcontractor(s), if any, shall insert in any subcontracts the clauses set forth in paragraph (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
7. Clean Air Act and the Federal Water Pollution Control Act. If the Contract, Agreement and/or Purchase Order NOT TO EXCEED amount is in excess of One Hundred Fifty Thousand & 00/100 Dollars (\$150,000.00), then the Vendor agrees as follows:
  1. Clean Air Act.
    1. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
    2. Vendor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government} will, in tum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
    3. Vendor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
  2. Federal Water Pollution Control Act.
    1. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
    2. Vendor agrees to report each violation to UF and understands and agrees that UF will, in tum, report each violation as required to assure notification



to Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

3. Vendor agrees to include these requirements in each subcontract exceeding One Hundred Thousand & 00/100 Dollars (\$100,000) financed in whole or in part with Federal assistance provided by FEMA.
- 4.
8. Energy Policy and Conservation. Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. § 6201-6422), and Florida's State Energy Management Plan adopted pursuant to § 255.257, F.S.
9. Suspension and Debarment.
  1. If this Contract, Agreement and/or Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, then the Vendor hereby certifies that neither the Vendor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  2. The Vendor must comply with 2 C.P.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transactions with subcontractors and/or suppliers.
  3. This certification is a material representation of fact relied upon by UF. If it is later determined that the Vendor did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and UF, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  4. The Vendor agrees to comply with the requirements of 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract, Agreement and/or Purchase Order. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions with subcontractor and/or suppliers.
10. Byrd Anti-Lobbying Amendment. If the Contract, Agreement and/or Purchase Order NOT TO EXCEED amount is One Hundred Thousand & 00/100 Dollars (\$100,000) or more, then Vendor shall 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 U.S.C. § 1352. Each tier shall 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 recipient.
11. Procurement of Recovered/Recycled Materials.
  1. In the performance of this Contract, Agreement and/or Purchase Order, Vendor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or,

3. At a reasonable price.
4. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>.

## SPECIAL TERMS AND CONDITIONS

The University of Florida, Board of Trustees, has entered into an agreement with the United States of America. This order is entered into with the vendor to further the performance of the work required in that agreement. When interpreting applicable FAR provisions, "Government," or "Government Representative," or "Contracting Officer" will refer to the University's Director of Procurement. The term "Contractor" refers to the Vendor hereunder.

By accepting this order, Vendor agrees to furnish the materials, supplies, or services covered by this order, and to be bound by the terms and conditions set forth in the order, and these special terms and conditions. The applicable FAR sections and Department of Defense Supplement to the FAR are incorporated by reference into the contract, and have full force and effect. The complete text of each clause is available and will be provided upon request. The FAR provisions in effect at the time of this order govern,

- a. The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

Anti-Kickback Procedure	52.203-7
Buy American Act and Balance of Payments Program	52.225-01
Contract Work Hours and Safety Stds. Act-Overtime Compensation	52.222-4
Equal Employment Opportunity	52.222-26
Integrity of Unit Prices	52.215-14
Notice to the Government of Labor Disputes	52.222-1
Preference for U.S.-Flag Air Carriers	52.247-63
Restrictions on Subcontractor Sales to the Government	52.203-6
Service Contract Act of 1965 Reserved	
Termination for Convenience of Gov't (Education and other Nonprofit institutions)	52.249-5
Restrictions on Certain Foreign Purchases	52.225-13
Limitation on Payments to Influence Certain Federal Transactions	52.203-12

- b. The following provisions of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$2,500:

## Affirmative Action for Workers with Disabilities 52.222-36

c.

The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of this order exceeds \$10,000:

### Affirmative Action for special disabled and Vietnam era veterans

Employment Reports on special disabled veterans and veterans of the Vietnam era	52.222-37
Utilization of Small Business Concerns	52.219-8
Walsh-Healey Public Contracts Act	52.219-8 52.222-20

d.

The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of this order exceeds \$25,000:

Authorization and Consent	52.227-1
Notice and Assistance re: Patent and Copyright Infringement	52.227-2
Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64
Utilization of Labor Surplus Area Concerns	52.220-3
Women-Owned Businesses	52.204-5
Audit - Negotiation	52.215-2
Instruction to Offerors - competitive	52.215-1
Protecting the Government's Interest when Subcontracting with Contractors, Debarred, Suspended or Proposed for Debarment	52.209-6

e.

The following provisions of the Federal Acquisition Regulations (FAR) apply when noted:

Hazardous Material Identification and Material Safety Data When Subcontract involves hazardous material	52.223-3
Reporting of Overseas Subcontracts When Subcontract amount exceeds \$100,000 (DOD only)	252.204-7005
Filing of Patent Applications - Classified Subject Matter When the subcontract or purchase order involves experimental research and development work	52.227-10
NOTE: 52.227-11 applies to small businesses and non-profit organizations; 52.227-12 applies to others	

Rights in Technical Data and Computer Software	
When subcontracted includes technical data or software acquisition requirements, (DOD only)**	252.227-7013
Restrictive Markings on Technical Data Same as ** above	252.227-7018
Validation of Restrictive Markings on Technical Data Same as ** above	252.227-7037
Security Requirements	
When the subcontract involves access to classified information	52.204-2
Special Prohibition of Employment	
If the subcontract amount exceeds \$25,000. (DOD only)	252.203-7001

The University reserves all administrative, contractual, and legal remedies against the contractor or vendor who breaches any of the contract terms.

Last Updated: 6/8/2023