

THE FOLLOWING PAYMENT AND OTHER TERMS ARE MADE PART OF THE PURCHASE ORDER

1. The University of Central Florida (University) shall only pay invoices, not statements. Suppliers must display the applicable Purchase Order number on the face of each of the Supplier's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University Purchase Order provided in writing by a duly authorized University signatory or designee. If the Supplier's invoice lists any freight or cartage charges, such invoice must attach all the Supplier's receipted transportation bills. The Supplier's changes to this Purchase Order are not binding on the University unless made in legible writing that is then signed by an attorney in the UCF General Counsel's Office and an authorized UCF signatory. The Supplier shall return this Purchase Order to the University's Procurement Services Department at once with a written explanation if it is not acceptable in its entirety.
2. The University's discount period and the payment process do not commence until after the University has accepted the ordered items and received correct invoices, whichever is later, unless the University's Purchase Order, bid specifications, or contract expressly specifies otherwise. Otherwise, the University has ten (10) working days after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. Upon completion of its receipt, inspection, and approval of ordered goods and/or services, the University has thirty (30) days from the start date detailed above to create a payment to the Supplier. The payment process will not begin until the University receives a properly completed invoice. UCF Division of Finance has established a Supplier ombudsman who acts as an advocate for Suppliers who may be experiencing problems in obtaining timely payment(s). The Supplier ombudsman may be contacted at (407) 882-1082.
3. Delivery is to be made to the "Ship To" location shown on the face of this Purchase Order. When delivery is specified to a location other than the University's Central Receiving, the Supplier shall direct its carrier to telephone the receiving department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays, or University holidays or closures. Indicated on the face of this Purchase Order is the "Delivery Desired By" date. Failure to make delivery by or before the "Delivery Desired By" constitutes cause for cancellation by the University. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1,500 pounds per pallet and, when possible, should be shipped on a 40" x 48" pallet. Suppliers shall include a packing list showing contents of shipment if shipment is made in two or more containers. No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of this Purchase Order. The risk of loss or damage to leased equipment, goods, or property shall not transfer to the University except as expressly provided in Florida Statutes Section 680.219.
4. The Supplier shall hold the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of the Supplier, its employees, its agents or others under the Supplier's control and supervision. If any part of a delivery to the University pursuant to this Purchase Order is protected by any patent, copyright, trademark, other intellectual property right or other right, the Supplier also shall indemnify and hold harmless the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
5. SUPPLIER INSURANCE. All insurance shall be procured from companies authorized to do business in the State of Florida, with a minimum of A.M. Best rating of A, or equivalent. Proof of coverage shall be provided by submitting to the University's Risk Management Office a certificate or certificates, evidencing the existence thereof or insurance binders and shall be delivered within fifteen (15) days of the tentative award date of the Agreement. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University's Risk Management Office at least thirty (30) days prior to the expiration date of each expiring policy.

A. University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Supplier in writing.

B. General Liability: The Supplier shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and

\$2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, Supplier will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.

C. Auto Liability: If the Supplier operates a vehicle on campus for commercial use in the performance of this Agreement (i.e. deliveries, transport of employees, etc.), the Supplier shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, the Supplier will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.

D. Workers' Compensation: The Supplier shall provide a Certificate of Insurance evidencing Workers' Compensation coverage consistent with Florida Statute and Employer's liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, the Supplier will maintain said Workers' Compensation and Employer's Liability insurance in force and provide the University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.

E. Certificates of Insurance: The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Supplier shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the

University of Central Florida Board of Trustees to the following address:

Email: RiskManagement@ucf.edu

F. If the Supplier is providing construction services, then a Pollution Liability: policy limits of not less than One Million Dollars (\$1,000,000) per occurrence.

6. The University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University and its officers, employees, servants, and agents thereof while acting within the scope of their employment by the University. The University warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the University. The University and Supplier further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida, (2) the consent of the State of Florida or its agents and agencies to be sued, or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
7. The University and Supplier must comply with all applicable provisions of: (i) the Vietnam Era Veterans' Readjustment Act of 1974, (ii) the Rehabilitation Act of 1973, and (iii) the rules, regulations, and relevant orders of the U.S. Secretary of Labor. **This Contractor/Supplier and any subcontractors shall abide by the requirements of 41 CFR §§ 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 require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**
8. In the event of a conflict or inconsistency between this Purchase Order and the provisions of attached documents, the order of priority is: the finalized contract that has been reviewed and approved by the UCF General Counsel's Office and signed by an authorized University signatory, the University's ITB/ITN (if applicable), this Purchase Order, and any other documents executed by the University's duly authorized signatory.
9. Any work specifically created for the University by an outside party (this includes the Supplier and/or anyone acting on the Supplier's behalf, hereinafter "Creating Party") under this Purchase Order shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and

all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Creating Party who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Creating Party agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Creating Party bears all risks of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Creating Party's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Creating Party's services hereunder, the Creating Party must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials. The Creating Party hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Creating Party is free and has full right to enter into this Purchase Order and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Creating Party agrees to indemnify and hold harmless the University of Central Florida Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Creating Party, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Creating Party's agreements or representations and warranties herein.

10. This Purchase Order and any attachments and addenda hereto are subject to and governed by Florida laws including, without limitation, Section 768.28 and Chapter 119 Florida Statutes, which are incorporated by reference into this Purchase Order and its terms. Venue for any action arising hereunder shall be in Orange County, Florida. The Supplier certifies that its directors and/or principal officers are not employed and/or affiliated with University, unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer, and approved in accordance with applicable University policies or rules. Neither party shall be required to perform under this Purchase Order or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Purchase Order and any attachments and addenda hereto executed by the University's duly authorized signatory may not be altered, amended, or assigned without the prior written agreement of all the parties.

11. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407) 823- 2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.**

PUBLIC RECORDS, CONTRACT FOR SERVICES

To the extent that the Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided 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 contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

12. The University's performance and obligations under this Purchase Order are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.
13. Under no circumstances shall the Supplier assign to a third party any right or obligation of the Supplier pursuant to this Purchase Order without the prior written consent of the University. No failure or delay by the University to insist on the strict performance of any term of this Purchase Order, or to exercise any right or remedy consequent to any breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term.
14. Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party. Nothing contained in this Purchase Order shall be construed to create a joint venture, partnership, or other like relationship between the parties.
15. Export Control: The University and Supplier will comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC). The University will only take receipt of export-controlled material, item, article, information, technical data or source code by specific agreement with the Supplier. The Supplier agrees, prior to providing or disclosing any material, item, article, information, technical data or source code that is subject to export controls under federal law, to notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information and (b) any task requiring receipt of such information. The Supplier understands and agrees that to the extent the Supplier's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate government approval.
16. Warranties: Any Supplier or manufacturer warranties that apply to any goods and/or services furnished pursuant to this Purchase Order shall apply in accordance with the Supplier's or manufacturer's terms of warranty, as applicable.
17. Risk of Loss: Risk of loss for anything provided by the Supplier to the University shall transfer upon receipt by the University at the University's location.
18. In accordance with Florida law, the University is not allowed to grant Suppliers any security interest or lien in anything provided to the University, and therefore Suppliers are not permitted to retain any security interest or lien in any goods furnished to the University, and any security interest or lien attempted will be null and void.
19. There shall be no limitation of liability for the Supplier in conjunction with the Supplier's goods and/or services furnished under this Purchase Order.

20. The University does not waive any claims arising out of or in any way associated with this transaction and/or the goods or services furnished pursuant to this Purchase Order, nor does the University waive any other rights and/or privileges of any kind whatsoever.
21. Any terms requiring the University to indemnify the Supplier and/or any third party are hereby expressly rejected and shall be null and void, and any terms requiring the University to carry insurance that exceeds or conflicts with the University's standard insurance policies are hereby also expressly rejected and shall also be null and void.
22. The University shall have the right to unilaterally terminate the contract with the Supplier without cause upon 30 days' prior written notice to the Supplier.
23. Smoke-Free Policy: The University prohibits smoking on all University owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.
24. UCF Policies: To the extent applicable, Supplier shall comply with UCF policies (<https://policies.ucf.edu>).
25. Authorized Travel: Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing.
26. E-Verify: To the extent that Supplier meets the definition of "Contractor" or "Subcontractor" under Section 448.095, Florida Statutes, Supplier agrees that it and any Subcontractors it utilizes under this agreement are registered with and use the E-Verify system as required by Section 448.095, Florida Statutes.
27. Human Trafficking: If Supplier is not a governmental entity under Section 287.138(1), Florida Statutes, Supplier agrees that, prior to any contract being executed, renewed, or extended between the parties, it shall comply with the requirements of Section 787.06(14), Florida Statutes, by providing University with an affidavit signed by an officer or representative of Supplier under penalty of perjury attesting that Supplier does not use coercion for labor or services, as defined in that section.
28. SECURE HANDLING OF UCF DATA. The University requires Suppliers and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement ("SLA") that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Supplier. Additional agreements may be required depending on the data involved. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Supplier. Visit <http://www.infosec.ucf.edu/vrm> for additional information.
29. CONTACT WITH MINOR CHILDREN. To the extent that the Supplier has or will have any contact with minor children, the Supplier hereby guarantees that the Supplier and/or anyone acting on the Supplier's behalf (including, but not limited to the Supplier's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida and hereby certifies that none of the Supplier's employees, agents, subcontractors and/or anyone else acting on the Supplier's behalf has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.
30. REPORTING OF CHILD ABUSE. To the extent that the Supplier has or will have any contact with minor children, the Supplier hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Supplier's behalf to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.
31. THE SUPPLIER AGREES THAT ANY DELIVERY MADE BECAUSE OF THIS PURCHASE ORDER SHALL INDICATE HIS/HER ACKNOWLEDGMENT OF THIS ORDER AND ACCEPTANCE OF ALL TERMS AND CONDITIONS EXACTLY AS WRITTEN HEREIN.
32. THIRD-PARTY BENEFICIARIES. This Agreement shall inure solely to the benefit of the Parties and their successors and assigns, and, except as otherwise specifically provided in this Agreement, nothing contained in this Agreement is intended to

or shall create a contractual relationship with, or any rights or cause of action in favor of, any third-party against either University or Supplier.

33. NO CONTINGENCY FEE, NO BRIBES, OR KICKBACKS Supplier represents and warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Supplier) to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm (other than a bona fide employee working solely for Supplier) any fee, commission, percentage, or gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Supplier shall not by any means (i) induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled; (ii) offer to accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its consultants; or (iii) without the express written permission of University in accordance with University's policy on the subject, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material equipment, system, process or procedure in which Supplier has a direct or indirect proprietary or other pecuniary interest.