

CENTRAL FLORIDA EXPRESSWAY AUTHORITY'S GENERAL CONDITIONS

CONTRACTOR: To insure acceptance of the bid, follow these instructions.

The Order is subject to the terms and conditions below.

1. **GENERAL:** The terms and conditions of this order must not be changed by the Contractor. If order is not acceptable, return to the Central Florida Expressway Authority's (herein after "CFX") Procurement Director. Failure of a Contractor awarded a Purchase Order to deliver according to the Purchase Order or to comply with any of terms and conditions therein may disqualify him from receiving future orders.

2. **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the contract invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any Central Florida Expressway Authority ("hereinafter "CFX") Department unless otherwise set forth in the bid invitation. Contractor is requested to offer cash discount for prompt invoice payment. It is the intent of CFX to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.
 - a) **TAXES:** CFX does not pay Federal excise and State sales taxes. CFX tax exemption number is 85-8015977726C-9 and is also stipulated on all our Purchase Orders.
 - b) **MISTAKES:** Contractors are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at Contractor's risk.
 - c) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under. The Contractor hereby guarantees CFX that all material, supplies and equipment as listed on the Purchase Order shall meet the requirements, specifications and standards as provided for under the U.S. Department of Labor Occupational Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.
 - d) **MATERIAL SAFETY DATA SHEET:** The Contractor agrees to furnish CFX with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 442, Florida Statutes. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Central Florida Expressway Authority, Attn: Procurement Dept., 4974 ORL Tower Road, Orlando, FL 32807
 - e) **INVOICING and PAYMENT:** The Contractor shall be paid upon submission of invoices to: The Accounts Payable Section, Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this contract. All invoices must show CFX's Purchase Order Number and/or solicitation number. Payment will be made in accordance with F.S. 255.0705-255.078 "Florida Prompt Payment Act." Bills for travel expenses, if permitted, must be submitted in accordance Section 112.061, Florida Statutes.
 - f) **AVAILABILITY OF FUNDS.** CFX's performance and obligation to pay under this Purchase Order is contingent upon an annual appropriation for its purpose by CFX's Board.
 - g) **QUALITY.** All materials or services furnished on this contract must be as specified, and subject to CFX's inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this contract must not be made without written authority from CFX's Buyer. Material rejected will be returned at the Contractor's risk and expense.
 - h) **QUANTITY/PRICE.** The quantity of materials ordered or the price specified must not be exceeded without written authority and approval being first obtained from CFX. Partial shipments of multiple line items are acceptable unless otherwise stipulated.
 - i) **PACKING.** Packages must be plainly marked with the Contractor's name and this Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.
 - j) **DELIVERY: All materials must be shipped F.O.B. Destination, Freight Pre-Paid and Allowed.** CFX will pay no

express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, CONTRACTOR IS TO PAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be effected within the time stated on Purchase Order, failing in which CFX reserves the right to cancel this contract and purchase elsewhere. Deliveries shall be made to Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807, between 10:00 a.m. and 2:00 p.m., Monday through Friday inclusive, unless otherwise stated. In case of default by Contractor, CFX may procure the articles or services covered by this order from other sources and hold the Contractor responsible for any additional cost occasioned thereby.

3. **CONFLICT OF INTEREST:** The award hereunder is subject to the Code of Ethics in Chapter 112, Part III of the Florida Statutes. Per section 112.313(3), all Contractors must disclose with their bid the name of any officer, partner, director, or proprietor agent who is also an employee or Board member of CFX or a spouse or child of an employee of CFX. Further, all Contractors must disclose the name of any CFX employee or spouse or child of any CFX employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Contractor's firm or any of its branches. § 112.512(15), Fla. Stat. In addition, per section 348.753, Contractors who hold or will hold positions that may influence CFX decisions, must disclose: (a) any relationship which affords a current or future financial benefit to it or a relative or business associate which a reasonable person would conclude has the potential to create a prohibited conflict of interest; (b) whether a relative is a registered lobbyist, and if so, the names of the lobbyist's clients, and (c) any and all interests in real property of it or a relative, principal, client, or business associate within one-half mile of any actual or prospective CFX roadway project.
4. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Contractor will in no way be cause for relief from responsibility. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for termination or nonrenewal of the Purchase Order.
5. **EXCEPTIONS:** When completing your contract, do not attach any forms which may contain terms and conditions that conflict with those listed in CFX's bid document(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your contract being declared non-responsive.
6. **INDEMNITY:** The Contractor hereby agrees to indemnify, defend and save harmless CFX, its officers, agents and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including Attorney fees for trial and appeal, or any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act of omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of this contract between the parties.
7. **PATENT/COPYRIGHT/TRADEMARK HOLD HARMLESS:** The Contractor shall pay all royalties and assume all cost arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights, copyrights, trademark rights, or other intellectual property rights. Contractor shall, at its own expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon claim whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Purchase Order, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and cost awarded against CFX and, if necessary, provide replacement goods or services or refund the amount paid for such goods or services.
8. **LAWS AND VENUE:** This contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this contract shall be exclusively in Orange County, Florida.
9. **ORDER OF PRECEDENCE:** Conflicts between CFX's General Conditions provided herein and any Contractor documents attached hereto or referenced shall be settled in favor of CFX's General Conditions. Any and all Special Conditions agreed to by the parties in the Contractor's submittal which vary the General Conditions shall have precedence. Any terms and conditions in Contractor's invoices, delivery notices, website information, or other documentation are not part of this Purchase Order, unless and until each term is specifically reviewed and agreed to in writing by CFX.
10. **UNIFORM COMMERCIAL CODE:** Chapters 670-680, Florida Statutes (Uniform Commercial Code), shall prevail as the basis for contractual obligations between CFX and the Vendor for any terms and conditions not specifically stated herein.
11. **PUBLIC RECORDS AND AUDITS:** Contractor and its personnel shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), if applicable. Vendor shall retain sufficient documentation to substantiate claims for payment under the contract and all other records, electronic files, papers, and documents that were made in relation to this the purchase.

12. **SEVERABILITY:** The invalidity or non-enforceability of any portion or provision of this contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this contract and the balance hereof shall be construed and enforced as if this contract did not contain such invalid or unenforceable portion or provision.
13. **SURVIVAL.** The terms and conditions in the paragraphs with the headings of Warranty and Records Retention and Audit shall survive the termination of this Purchase Order for the periods set forth therein.
14. **FOREIGN CORPORATION:** In accordance with F.S. 607.1501, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State. Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the Central Florida Expressway Authority.
15. **INSPECTOR GENERAL:** Contractor understands and shall comply with subsection 20.055(5), Florida Statutes.