PURCHASE ORDER TERMS AND CONDITIONS

If this Purchase Order is issued in acceptance of a bid, it is noted on the face hereof and in such case, the contract shall consist of Ozarks Technical Community College (hereafter referenced to as College)’s Bid Request, Vendor’s Response in compliance with the terms and conditions of the Bid Request and Specifications, and this Purchase Order.

The College assumes that items bid as equal, are equal and reserves the right to return at the vendor’s expense all items that are furnished which are not acceptable as equals as required by the Bid Request and Specifications, and vendor agrees to replace such items with satisfactory items at the original bid price.

1. The Purchase Order shall not bind the College for an amount in excess of that noted on the face hereof. In case property of a value in excess thereof is forwarded to the College, hereunder, the College may at its election retain the property at the invoice price or return it to the Vendor at the vendors expense.
2. Please acknowledge order via email to [purchasing@otc.edu.](mailto:purchasing@otc.edu)
3. All shipping charges must be PREPAID, FOB Destination and C.O.D shipments will not be accepted. No packing or drayage charges will be allowed.
4. Vendor agrees to defend, protect and hold the College harmless from all claims and actions arising out of patent infringement.
5. Risk of loss or damage to items prior to the time of their receipt and acceptance by the College is assumed by the vendor. The College has no obligation to accept damaged shipments and reserves the right to return at the vendor’s expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.
6. Inspection and Acceptance will be at the shipping address on the Purchase Order and will be made by the Shipping and Receiving department or other duly authorized representatives of the College. Until delivery and acceptance, and after any rejection, risk of loss will be on the vendor unless loss results from negligence of the College.
7. Mark packages, packing slips, and bills of lading with the Purchase Order number. Failure to do so may result in a delay in payment.
8. Vendor is responsible to notify the College department receiving the items and the Procurement Department of any late or delayed shipments. The College reserves the right to cancel all or any part of an order if the items are not delivered as promised.
9. Vendor agrees to unconditionally guarantee all items shipped against defects in material and workmanship for a period of one year from date of acceptance by the College, unless otherwise specified.
10. Each invoice must contain full descriptive information on items and/or services furnished, include unit prices, and include the Purchase Order number.
11. Send invoices to:

Ozarks Technical Community College

1001 E. Chestnut Expressway

Springfield, MO 65802

1. Materials and services furnished to the College are not subject to either Federal Excise Taxes or Missouri Sales Tax. Tax exempt certificates will be provided upon request.
2. The College may by written notice of default to the vendor, terminate the whole or any part of this contract.
3. The College is an equal opportunity employer, pursuant to Federal and State laws and regulations, and all vendors shall be considered to be an equal opportunity employer in compliance with Federal and State laws, unless the vendor notifies the Director of Procurement to the contrary.
4. When applicable the issuance of College issued purchase orders is expressly conditioned upon the Contractor’s acceptance of all terms and conditions required by the federal contract provisions as specified by the code of federal regulations.
5. The Vendor shall comply with all applicable Federal and State statutes, regulations and guidelines, the Constitutions of the United States and Missouri and the policies of the College’s Board of Trustees. Without limiting the forgoing, the Vendor further agrees that while it is engaged in the activities pursuant to this Agreement, it shall not discriminate against any student, applicant for admission to the College, employee or applicant for employment on the basis of the person’s race, color, national origin, sex, ancestry, religion, age, physical or mental disability, sexual orientation, gender identity, or status as a veteran or any other classification which is protected by State or Federal law.
6. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

*Revised 5/1/2023*