

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), Springfield Missouri, 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) C.O.D. shipments will not be accepted.
- 3) All shipping charges must be PREPAID, FOB Destination. No packing or drayage charges will be allowed.
- 4) Vendor agrees to defend, protect and save 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 upon 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 destination unless specified otherwise, and will be made by the College department shown in the shipping address or other duly authorized representative 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) 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.
- 8) 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.
- 9) When required, samples must be furnished.
- 10) All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standard of the items or services to be furnished hereunder, must be reported in writing to the Director of Procurement prior to providing the items or services set forth on this Purchase Order.
- 11) 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.
- 12) Mark packages, packing slips, and bills of lading with the Purchase Order number. Failure to do so may result in a delay in payment.
- 13) Show the Purchase Order number on all invoices and correspondence.
- 14) Each invoice must contain full descriptive information on items and/or services furnished and show unit prices.
- 15) Send invoices to:

Ozarks Technical Community College
1001 E. Chestnut Expressway
Springfield, MO 65802
- 16) Please acknowledge order via email to purchasing@otc.edu.
- 17) Materials and services furnished to the College are not subject to either Federal Excise Taxes or Missouri Sales Tax. Exemption certificates will be furnished on request.
- 18) The College may by written notice of default to the vendor, terminate the whole or any part of this contract.

- 19) 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.
- 20) Missouri state laws and regulations shall be applied in the interpretation, execution, and enforcement of PO terms and conditions
- 21) Supplier/vendor shall not assign rights or duties, or subcontract any part of the PO, without prior affirmative written consent from the institution
- 22) While performing any duties to satisfy the PO, the supplier/vendor is an independent contractor and not an employee or agent of the institution.

Revised 11/11/2022