



# LUTHERAN SERVICES FLORIDA PURCHASE ORDER TERMS AND CONDITIONS

*Effective 01/01/2025*

1. **AGREEMENT:** This Purchase Order Conditions (“Conditions”), including all attachments and documents incorporated herein and the related solicitation, constitutes the entire agreement between LSF and the vendor listed on the Purchase Order (“Vendor”) (collectively “parties”) with respect to its subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. These Conditions shall be accepted by the Vendor in any manner permitted by law or upon the first of the following to occur: the Vendor makes or signs any other form or letter of acknowledgment; any performance by the Vendor hereunder; or ten (10) days after the Vendor’s receipt of these Conditions. Any modifications to these Conditions must be made in writing, signed by both parties.
2. **CONFLICT OF TERMS:** In the event of any conflict regarding Conditions terms and conditions, the order of precedence shall be:
  - 1) the terms and conditions of these Conditions;
  - 2) the terms and conditions included in a separate Conditions signed by LSF and the Vendor;
  - 3) the Vendor’s terms and conditions.

The Vendor may request, by submitting in writing, other terms and conditions which, if approved by LSF, may be added to these Conditions. No other terms or conditions will apply to these Conditions, including terms listed or referenced on the Vendor’s website or terms listed in the Vendor’s quotation/sales order, etc.

3. **MODIFICATION:** Any amendment or modification of these Conditions or additional obligation assumed by either Party in connection with these Conditions will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party via official company channels for proper record-keeping.
4. **NOTICES:** All notices, requests, demands, or other communications required or permitted by the terms of this Agreement shall be in writing and delivered to the Parties at the following addresses:

**Lutheran Services Florida Inc.**  
3627A W Waters Ave  
Tampa, FL 33614

With a copy to: [contracts@lsfnet.org](mailto:contracts@lsfnet.org)

**Vendor**  
[Vendor's Address]

or to such other address as either Party may designate from time to time. Notices will be deemed properly delivered:

- (a) immediately upon personal delivery,
- (b) two (2) days after being deposited with the postal service if sent by registered mail, or
- (c) the following day after being deposited with an overnight courier.

5. **DEBARMENT (2 CFR 180.220):** The Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction(s) arising from these Conditions by any governmental department or agency. If the Vendor cannot certify this statement, it shall attach a written explanation for review by LSF. The Vendor must notify the Director of Procurement and Contracts at LSF within 30 days if the Vendor is debarred by any governmental entity during this Contract period.



6. **PROCUREMENT ETHICS:** The Vendor agrees to adhere to the highest standards of procurement ethics and integrity in all transactions related to this Agreement, in accordance with Florida state law and federal regulations governing procurement practices for federally funded organizations. The Vendor shall comply with all applicable rules and regulations, including but not limited to, the Florida Code of Ethics for Public Officers and Employees (Chapter 112, Florida Statutes), the federal Office of Management and Budget (OMB) Circulars, and any other applicable federal, state, or local procurement laws. The Vendor shall not engage in any conduct that could create a conflict of interest or the appearance of a conflict of interest, including but not limited to, offering or accepting gifts, bribes, or other improper incentives. The Vendor shall ensure that all procurement decisions are made impartially, with no favoritism or bias, and based solely on merit and best value. In the event of any breach of these ethical standards, the Vendor agrees that LSF may take appropriate action, including suspension or termination of the Agreement, in accordance with applicable laws and regulations. The Vendor shall promptly disclose any potential conflicts of interest or unethical behavior to LSF.
7. **IN-KIND CONTRIBUTION:** LSF, as a grantee of the Head Start Program, is required to obtain in-kind contributions to enhance the quality and effectiveness of the Program, supporting its mission to provide essential services and resources to the community. The Vendor's in-kind contribution will be utilized to further the development and implementation of these services, ensuring the Program can continue to have a positive impact. In the event the Vendor elects to provide an in-kind contribution, the Vendor shall notate the contribution amount on the quote to allow LSF to properly claim the in-kind contribution.
8. **ENTIRE AGREEMENT:** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
9. **ENUREMENT:** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.
10. **LAWS AND REGULATIONS:** The Vendor and any and all supplies, services, equipment, and construction furnished under these Conditions shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements. Any non-compliance with these laws will result in termination of the Contract.
11. **GOVERNING LAW AND JURISDICTION AND VENUE:** These Conditions shall be governed by the laws of the State of Florida. The parties will submit themselves and any dispute arising from these Conditions or any breach thereof to the jurisdiction of the courts of the State of Florida in the Thirteenth Judicial Court, Hillsborough County, Florida.
12. **LEVEL II BACKGROUND SCREENING:** All Vendor staff that will come into direct contact with children must undergo level II background screening and must adhere to all required screenings, at the Vendor's expense, or must be accompanied by an individual with such met requirements at all times.
13. **DAVIS BACON ACT ([40 U.S.C. 3141-3148](#)):** All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in these Conditions which will be obeyed by the Vendor. For all projects subject to the Davis-Bacon Act, the Vendor is required to ensure that certified payroll (WH-347 form) is completed accurately and submitted alongside the corresponding invoices. In the event that LSF receives an invoice without the accompanying certified payroll, LSF reserves the right to withhold payment until the certified payroll is received and found to be accurate. Certified payroll must comply with the requirements of the Davis-Bacon and Related Acts as outlined in 29 CFR Parts 1, 3, and 5.
14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: ([40 U.S.C. 3701-3708](#)):** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of



Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must 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.

15. **CLEAN AIR ACT** ([42 U.S.C. 7401-7671q](#).) and **THE FEDERAL WATER POLLUTION CONTROL ACT** and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
16. **COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT (18 U.S.C. § 874)**: The Vendor shall comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. § 874), as amended, and shall ensure that no person employed by the Vendor, or any subcontractor of the Vendor, is required or coerced to kickback any part of their compensation to the Vendor or any third party in connection with the services rendered under this agreement. The Vendor agrees to promptly report to LSF any violations of the Copeland Anti-Kickback Act and take corrective actions as necessary. The Vendor shall require all subcontractors to comply with the terms of the Act and ensure that appropriate penalties are applied for violations.
17. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (§ 200.216)**: The Vendor agrees that it will not provide, procure, or use any telecommunications or video surveillance services or equipment that are produced or provided by entities identified in Section 889 of the National Defense Authorization Act (NDAA), which includes certain Chinese companies, or any other entities that have been banned or prohibited under applicable U.S. laws and regulations. The Vendor further agrees to comply with all requirements of the Federal Acquisition Regulation (FAR) 52.204-25, as applicable, and to certify that none of the telecommunications or video surveillance equipment or services provided under this contract are sourced from prohibited vendors or entities. The Vendor shall notify LSF immediately if any telecommunications or video surveillance services or equipment covered by this prohibition are discovered to be used, provided, or supplied in connection with the contract. Any violation of this provision may result in termination of the contract, along with any associated penalties, as deemed appropriate by LSF.
18. **Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
19. **Domestic preferences for procurements (§ 200.322)**. (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, 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, contracts, and purchase orders under Federal awards.



(b) For purposes of this section:

(1) “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.

(2) “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.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

20. **EQUAL EMPLOYMENT OPPORTUNITY ([41 CFR Part 60](#))**: Vendor certifies that it is an Equal Employment Opportunity employer under Federal law and regulation.
21. **BYRD ANTI LOBBYING AMENDMENT ([31 U.S.C. 1352](#))**: 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.
22. **CONFLICT OF INTEREST**: The Vendor represents that none of its officers or employees are officers or employees of LSF, unless disclosure has been made with and applicable LSF policy.
23. **LICENSING**: The Vendor will provide LSF with applicable business licenses and any relevant certified vendor licenses at the time of the execution of this Agreement. The Vendor is responsible for ensuring that all necessary licenses are maintained in good standing throughout the term of the Agreement. The Vendor shall immediately notify LSF of any changes to or expiration of such licenses and shall provide updated copies upon request. Failure to maintain the required licenses may result in the suspension or termination of this Agreement.
24. **INSURANCE REQUIREMENTS**: The Vendor shall maintain insurance coverage in accordance with the insurance requirements specified by LSF. The Vendor agrees to follow the insurance provisions as outlined on LSF’s Procurement page, available at <https://www.lsfnet.org/procurement/> , and to provide proof of such coverage upon request. The Vendor shall ensure that all required policies are in effect throughout the duration of the Agreement. Failure to maintain adequate insurance coverage may result in suspension or termination of the Agreement. The Vendor is also responsible for ensuring that any subcontractors comply with these insurance requirements, if applicable.
25. **PATENTS, COPYRIGHTS, ETC.**: The Vendor shall release, indemnify and hold LSF and its officers, agents and employees harmless from liability of any kind or nature, including liability arising from the Vendor’s use of any copyrighted or un- copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.
26. **INDEMNIFICATION**: Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with these Conditions. This indemnification will survive the Contract.



27. **FORCE MAJEURE:** Neither party to these Conditions will be responsible for delay or default caused by fire, riot, acts of God, pandemic, epidemic, or other world health emergency, and/or war which is beyond the party's reasonable control. LSF may terminate these Conditions after determining such delay or default may reasonably prevent successful performance of this Contract.
28. **SEVERABILITY CLAUSE:** A declaration by any court of competent jurisdiction, or by any other binding legal source, that any provision of these Conditions is illegal and void shall not affect the legality and enforceability of any other provision of these Conditions, unless such provisions are mutually dependent.
29. **TERMINATION:**  
**A. Termination With Cause** - These Conditions may be terminated, with cause, by either party, in advance of the specified termination date, upon written notice given by the other party. The party in violation will have ten (10) working days after notification to correct and cease the violations, after which these Conditions may be terminated for cause.  
**B. Termination Without Cause** - These Conditions may be terminated without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice given the other party. On termination of these Conditions, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to the date of termination.
30. **PERFORMANCE:** In the event that the Vendor's performance is unsatisfactory, whether for ongoing services or a one-time performance, the Vendor will be notified within twenty-four (24) hours of the unsatisfactory performance. The Vendor will be given the opportunity to address and correct the issue within twenty-four (24) hours. If the unsatisfactory performance persists beyond the given timeframe, a penalty may be applied, with an amount equivalent to one day's payment withheld from the total contract amount (whether monthly or yearly). The withheld amount will be calculated based on the total contract value and pro-rated accordingly.
31. **FISCAL NON-FUNDING CLAUSE:** This Agreement is subject to Government funding availability. In the event sufficient Government funds to fund this Agreement become reduced or unavailable, Lutheran Services Florida Inc. shall notify Vendor of such occurrence, and Lutheran Services Florida Inc. may terminate this Agreement, without penalty or expense to the Lutheran Services Florida Inc., upon no less than 30 days written notice to the Vendor. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, Lutheran Services Florida Inc. shall notify Vendor of such occurrence and Lutheran Services Florida Inc. may terminate this agreement without penalty or expense to Lutheran Services Florida Inc. upon no less than 30 days written notice to Vendor. Lutheran Services Florida Inc. shall make disbursements to the Vendor for appropriate expenditures incurred up to the effective date of the termination.
32. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under these Conditions, is a "work made for hire" and will be the sole property of the LSF. The use of Intellectual Property by the LSF will not be restricted in any manner.  
  
The Vendor may not use the Intellectual Property for any purpose other than that Vendor for in these Conditions except with the written consent of the LSF. The Vendor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.
33. **RETURN OF PROPERTY:** Upon the expiration or termination of these Conditions, the Vendor shall return to LSF any property, documentation, records, or Confidential Information that belongs to LSF. The Vendor shall have 30 days to return such property. LSF shall not be held responsible for any costs associated with the return of property.



If any property is not returned or is damaged beyond normal wear and tear, the Vendor shall compensate LSF for the value of the unreturned or damaged property.

34. **PRICING:** The prices charged to LSF are to be no higher than prices charged on orders placed by others for similar quantities or similar conditions subsequent to the Vendor's last general announced price change.
35. **INVOICING:** The Vendor will promptly submit invoices (within 30 days of shipment or delivery of services) to LSF. The LSF purchase order number must be listed on all invoices and correspondence relating to a Conditions order. The prices paid by LSF will be those prices listed in these Conditions. LSF has the right to adjust or return any invoice reflecting incorrect pricing. Invoices must be submitted to [accountspayable@lsfnet.org](mailto:accountspayable@lsfnet.org). Invoices will be paid on NET 30 terms. Failure to provide the purchase order number on invoices will result in the rejection of the invoice and delays in payment processing. LSF shall not be responsible for any late fees associated with delays caused by incorrect or missing purchase order information on invoices.
36. **PAYMENT:** Invoices for Goods or Services received more than thirty (30) days after the completion of work or shipping of goods need not be considered for payment by LSF. Payments shall be made within 30 days following the date the commodities listed on this purchase order are delivered or otherwise provided to LSF or the date a correct invoice is received by LSF, whichever is later. All payments to the Vendor will be remitted by mail, electronic funds transfer, or LSF Purchasing Card (major credit card). In the event that these Conditions are terminated by the prior to completion of the Services but where the Services have been partially performed, the Vendor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of Conditions on the part of the Vendor. The Vendor will not be reimbursed for any expenses incurred in connection with providing the Services of these Conditions.
37. **CURRENCY:** Except as otherwise provided in these Conditions, all monetary amounts referred to in these Conditions are in USD (US Dollars).
38. **SALES TAX EXEMPTION:** LSF is exempt from Florida Sales and Use Taxes. (#85-8012671926C-3.) Do not include taxes when submitting invoices. A Florida Sales and Use Tax Exemption Certificate will be furnished upon request and is also available on [www.lsfnet.org/procurement](http://www.lsfnet.org/procurement) for download. The Vendor is responsible for complying with all tax exemption requirements. The Vendor is responsible for payment of all tax obligations that arise from the Vendor's failure to comply with exemption requirements.
39. **COMPENSATION:** The Vendor will charge the LSF for services upon satisfactory completion, for an amount not to exceed the purchase order issued and referenced on all invoices associated with this Agreement.
40. **PRICE LOCK:** The prices offered by Vendor for materials, equipment, labor and all services as set forth in individual Purchase Orders shall not increase during the Agreement.
41. **DELIVERY:** All orders will be shipped promptly in accordance with the delivery schedule. All shipments, including materials and equipment, are to be made F.O.B. destination, freight prepaid, to the receiving point at LSF, unless otherwise indicated on the purchase order. A copy of the packing list must accompany each shipment. The LSF purchase order number shall be listed on all packing slips, freight tickets, manifests, and other related documents.
42. **INSPECTION OF GOODS:** Risk of loss or damage to goods shall remain with the Vendor until the goods have been delivered to and accepted by LSF, regardless of any other terms contained herein. If installation is part of the Vendor's responsibilities under these Conditions, and items are delivered prior to installation, the Vendor shall be responsible for replacing any items that are damaged or broken upon delivery. If installation is not part of the Vendor's responsibilities, LSF shall have a reasonable period of time, not less than ten (10) days from the receipt of the goods, to inspect and notify the Vendor of any non-conformance with the terms and conditions of this agreement. LSF may reject any goods that do not conform to the specified terms and conditions. Rejected goods may be returned to the Vendor or held by LSF at the Vendor's risk and expense. Any goods shipped in excess of the quantity specified in



these Conditions will, at LSF's option, be returned at the Vendor's expense.

43. **WARRANTY:** Warranties prescribed by law, the goods shall conform to any specifications, drawings, and other description furnished by LSF and shall be free from defects in materials and workmanship. The Vendor also warrants that, to the extent the goods are not manufactured in conformance with detailed designs furnished by LSF, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to LSF for a period of one year after delivery.
44. **INDEPENDENT CONTRACTOR:** The Vendor is an Independent Vendor and shall have no authorization, express or implied, to bind LSF to any agreements, settlements, liability or undertaking whatsoever, and shall be responsible for the payment of all income tax and social security amounts resulting from payments received from LSF.
45. **ASSIGNMENT/SUBCONTRACT:** The Vendor shall not assign, sell, transfer, subcontract, sublet or delegate any rights or responsibilities under this Contract, in whole or in part, without the prior written approval of LSF. In the event that the Vendor hires a subcontractor with written approval from LSF:

The Vendor will pay the sub-contractor for its services and the Compensation will remain payable by LSF to the Vendor.

For the purposes of the indemnification clause of these Conditions, the sub-contractor is an agent of the Vendor.

46. **NO EXCLUSIVITY:** The Parties acknowledge that these Conditions are non-exclusive and that either Party will be free, during and after the Term, to engage or Conditions with third parties for the provision of services similar to the Services.
47. **AUTONOMY:** Except as otherwise provided in these Conditions, the Vendor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Conditions. The Vendor will work autonomously and not at the direction of the LSF. However, the Vendor will be responsive to the reasonable needs and concerns of the LSF.
48. **CONFIDENTIALITY:** Confidential information (the "Confidential Information") refers to any data or information relating to the business of the LSF which would reasonably be considered to be proprietary to the LSF including, but not limited to, accounting records, business processes, and LSF records and that is not generally known in the industry of the LSF and where the release of that Confidential Information could reasonably be expected to cause harm to the LSF.

The Vendor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Vendor has obtained, except as authorized by the LSF or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of these Conditions.

All written and oral information and material disclosed or provided by the LSF to the Vendor under these Conditions is Confidential Information regardless of whether it was provided before or after the date of these Conditions or how it was provided to the Vendor.

49. **WAIVER:** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
50. **NO SMOKING:** Smoking in all LSF buildings is prohibited. Failure to adhere to LSF no smoking policies may lead to removal of Vendor employees and possible Contract termination.
51. **DRUG FREE WORKPLACE:** Vendor shall hereby assure LSF that it will administer, in good faith, a policy



designed to ensure that Vendor is free from the illegal use, possession, or distribution of drugs or alcohol.

52. **EQUIPMENT:** Except as otherwise provided in these Conditions, the Vendor will provide at the Vendor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.
53. **SAFETY:** All Consultants and sub-Consultants performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Consultants and sub-Consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Agreement.
54. **WORKMANSHIP AND INSPECTION:** All work under this Agreement shall be performed in a skillful and workmanlike manner. The Consultant and its employees shall be professional and courteous at all times. LSF reserves the right to require immediate removal of any Consultant employee from LSF service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Consultant agrees to this condition by accepting this Agreement. Further, LSF may, from time to time, make inspections of the work performed under the Agreement. Any inspection by LSF does not relieve the Consultant of any responsibility in meeting the Agreement requirements.