(1) Contracts for commodities or contractual services or licenses shall consist of a purchase order or bilateral agreement entered into by the University of South Florida Board of Trustees and signed by the University of South Florida System (USF System) President or designee prior to the commodities being delivered or contractual services being rendered or in unusual circumstances, within thirty (30) days of the commodities being delivered or contractual services being rendered by the vendor.

(2) Extension of a contract shall be for a period not to exceed 12 months, shall be in writing, shall be signed by both parties prior to the expiration date, and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract permitted.

(3) A contract may be renewed. If the commodity or contractual service is purchased as a result of a competitive solicitation, the cost of any contemplated renewal must be included in the competitive solicitation. All contract renewals are subject to sufficient annual appropriations, and a renewal shall be signed by both parties prior to the expiration of the initial contract.

(4) The USF System President or designee has the authority to enter into contracts with the Consolidated Equipment Financing Program.

(5) In order to promote cost-effective procurement of commodities, contractual services or licenses, the USF System has the authority to enter into contracts that limit the liability of a vendor consistent with Section 672.719, Florida Statues.

(6) The total value of a contract is the value of the initial term plus the value of all renewal terms.

(7) Any contract entered into for a period in excess of one (1) fiscal year shall include an express statement indicating that the USF System’s performance and obligation to pay under the contract is contingent upon an annual appropriation by the legislature of the State of Florida.

(8) All bilateral agreements for goods and/or services shall be written and: 
(a) Specify a term and/or provide dates of services.

(b) Provide payment terms, including rates and fees.

(c) Indicate the USF System’s ability to unilaterally cancel or terminate the contract.

(d) Specify the ability to renew and set forth renewal terms, if any.

(e) If travel is contemplated, reference the Travel statute in Chapter 112, Florida Statutes and USF System procedures.

(f) Provide units of deliverables, if any.

(g) Require contractor to submit invoices prior to receiving payment and in sufficient detail to identify the purchase order number, products ordered, and expenses for which compensation is sought, as applicable.

(h) Shall not require the USF System to indemnify the vendor or any person, party or entity.

(i) Shall be approved for legality and form by the Office of the General Counsel.

(j) Shall contain the signature of the USF System President or designee and contractor.

(9) In lieu of a written bilateral agreement for services, the USF System has the option to issue a purchase order that includes the above items (a)–(h).

Authority: Art. IX, Sec. 7, Fla. Constitution, Fla. Board of Governors Regulations, 1.001, 18.001.

History: New (BOT approval) 4-29-03, Formerly, 6C4 4.02060, F.A.C., Amended 9-10-09, 5-16-13 (technical).

Certification: USF certifies that it has followed the Florida Board of Governors Regulation Development Procedure and has a record of written notices, comments, summaries and responses as required.