

USF System USF USFSP USFSM

Number: USF4.02060
Title: Purchasing — Contracts
Responsible Office: Business and Finance

Date of Origin: 4-29-03 **Date Last Amended:** 5-16-13 (technical) **Date Last Reviewed:** 5-16-13

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

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

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

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

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

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

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

37 ~~(8) All bilateral agreements for goods and/or services shall be written and:~~

- 38 ~~(a) Specify a term and/or provide dates of services.~~
- 39 ~~(b) Provide payment terms, including rates and fees.~~
- 40 ~~(c) Indicate the USF System's ability to unilaterally cancel or terminate the contract.~~
- 41 ~~(d) Specify the ability to renew and set forth renewal terms, if any.~~
- 42 ~~(e) If travel is contemplated, reference the Travel statute in Chapter 112, Florida Statutes and~~
43 ~~USF System procedures.~~
- 44 ~~(f) Provide units of deliverables, if any.~~
- 45 ~~(g) Require contractor to submit invoices prior to receiving payment and in sufficient detail to~~
46 ~~identify the purchase order number, products ordered, and expenses for which compensation is~~
47 ~~sought, as applicable.~~
- 48 ~~(h) Shall not require the USF System to indemnify the vendor or any person, party or entity.~~
- 49 ~~(i) Shall be approved for legality and form by the Office of the General Counsel.~~
- 50 ~~(j) Shall contain the signature of the USF System President or designee and contractor.~~
- 51 ~~(9) In lieu of a written bilateral agreement for services, the USF System has the option to~~
52 ~~issue a purchase order that includes the above items (a)–(h).~~

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

55 ~~*History: New (BOT approval) 4-29-03, Formerly, 6C4-1.02060, F.A.C., Amended 9-10-09, 5-16-13 (technical).*~~

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

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