## **VALENCIA**COLLEGE

#### **PURCHASE ORDER**

Email: erik.longmire@gmail.com

Supplier:

Three Phase Innovations, LLC 7201 Royal Springs Blvd Knoxville TN 37918

	PO Number:	P2302362	
	Change Order:		
	Date of Order:	02/16/23	
	Delivery Date:	02/22/23	
_:			

The Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, correspondence and invoices.

Send Billing Invoice to: Valencia College

Accounts Payable Department

P.O. Box 3028

Orlando, FL 32802-3028

Ship to:

Matt Ryan

School of Public Safety 8600 Valencia College Lane

Orlando FL 32825

85-8018013769C-8	59 - 1216316		
Tax Exempt Number	Tax Payer I.D. Number		

Buyer Requestor

Cesar Colon Matt Ryan

Item	Description	Quantity		Unit Cost	Total Cost
	Grant Award: I0109, Q# 142, SS 2023-17 Quote # 142 Sole Source, SS 2023-17				
1	2 Pole Cabinet Model	1.00	EA	55,200.0000	55,200.00
2	Dual Voltage Upgrade	1.00	EA	3,000.0000	3,000.00
3	Dual Voltage Transformer	6.00	EA	1,750.0000	10,500.00
4	Induction Training Coils	1.00	EA	2,400.0000	2,400.00
				Discount:	
				Additional:	

FOB: DESTINATION Terms: Net 30 days TOTAL: CONTINUED

QUESTIONS regarding this Purchase Order should be directed to the Procurement E-mail: ValenciaProcurement@ValenciaCollege.edu. MODIFICATIONS: Changes or modifications to this order shall only be made upon Buyer's written authority.

TERMS & CONDITIONS: This Purchase Order is subject to and incorporates the Valencia College Terms and Conditions attached hereto.

ÁUTHØRIZED SIGNATURE

VENDOR COPY

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Buyer Requestor

Cesar Colon Matt Ryan

	Codal Colon					
Item	Description		Quantity		Unit Cost	Total Cost
5	Dry Erase Board 3x3 2B Pri/4B Sec		2.00	EA	300.0000	600.00
6	Delivery		671.00	EA	4.2500	2,851.75
7	Model Instructional Training		1.00	EA	1,500.0000	1,500.00
8	Transformer Worksheets		1.00	EA	400.0000	400.00
9	Mastering Distribution Transformer Conn. and App.		20.00	EA	55.0000	1,100.00
					<u> </u>	
					Discount: Additional:	

FOB: DESTINATION Terms: Net 30 days TOTAL: CONTINUED

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Tax Exempt Number Tax Payer I.D. Number 85-8018013769C-8 59 - 1216316

Buyer Requestor

Cesar Colon Matt Ryan

Item	Description	Quan	ity	Unit Cost	Total Cost
10	Spare Parts Kit	1.00	) EA	3,100.0000	3,100.00
11	Three Phase Innovations Digital Instructional Trai	1.00	) EA	350.0000	350.00
12	Foam Inserts for Cabinet	1.00	) EA	550.0000	550.00
				Discount: Additional:	1,551.75 .00

FOB: DESTINATION Terms: Net 30 days TOTAL: 80,000.00

QUESTIONS regarding this Purchase Order should be directed to the Procurement E-mail: ValenciaProcurement@ValenciaCollege.edu.
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TERMS & CONDITIONS: This Purchase Order is subject to and incorporates the Valencia College Terms and Conditions attached hereto.

ÁUTHØRIZED SIGNATURE

VENDOR COPY

# THE DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA PURCHASE ORDER TERMS AND CONDITIONS

This order is subject to the following terms and conditions. By accepting this purchase order (PO) or any part thereof, the supplier accepts all terms and conditions.

- Acceptance: This PO constitutes acceptance of your offer to sell the goods/services as quoted. If supplier refuses to accept this order exactly as written, they shall return it immediately with a written explanation. Delivery of goods shall indicate acknowledgement and acceptance of this order.
- Tax Exempt Status: Supplier acknowledges that the College is a tax exempt institution and does not pay Federal Excise or Florida Sales taxes on the direct purchases of tangible personal property.
- Delivery: Note PO number on all shipments and documents. Valencia College will not be responsible for any goods delivered without reference to the PO number. Valencia College assumes no liability for goods shipped to destinations other than those shown on the PO.
- Partial Deliveries: Partial deliveries/payments shall not be made, per FS 672.307, unless otherwise specified on the PO or prior oral or written agreement as been made with the purchasing department.
- Payment: Submit a separate invoice for each PO. Invoices must be mailed to the address stated on the PO. No extra charges will be allowed for packaging, handling, boxing, insurance, delivery, transportation, assembling, in-place installation, etc., unless otherwise specified.
- 6. **Freight Charges**: If freight charges appear on the invoice, Valencia College reserves the right to require receipted transportation invoices.
- Payment Terms: Payment terms are Net thirty (30) Days after receipt of a valid invoice. Discount period will start upon acceptance of goods and/or services and receipt of a correct invoice.
- 8. **Receiving:** Valencia College's West, East, and Osceola Receiving is open to receive shipments from 8:00 a.m. to 4:00 p.m., Monday through Friday. Deliveries will not be accepted on holidays or other college closures.
- Rejection: Valencia College reserves the right to reject any shipment that does not meet the terms, conditions and specifications as stated. Supplier will be responsible for return freight.
- F.O.B.: All shipments are F.O.B. Destination, unless otherwise stated on the PO. Transportation charges are included in the purchase price, unless otherwise specified. C.O.D. shipments will not be accepted.
- 11. **Change Orders:** Changes to this order are not authorized unless a written Change Order is issued by the procurement office.
- 12. **Pricing:** If unit price is omitted on the order, except where the PO is given in acceptance of quoted prices, it is agreed that the supplier's price will be the lowest prevailing market price, and in no event is this order to be filled at higher prices than previously quoted or charged, without Valencia College's written consent.
- 13. **Safety:** A Material Safety Data Sheet (MSDS), must accompany all chemical items delivered against this PO.

- 14. **Failure to Perform:** Failure to make delivery by or before the required delivery date stated on the PO shall constitute cause for cancellation of the order, or any part thereof, without prejudice to its other rights. Supplier's failure to adhere to any term or condition of this order may result in cancellation with 48 hours notice. Supplier agrees that Valencia College may return part or all of any shipment made, and may charge the supplier for any loss or expense sustained as a result of such failure to deliver.
- 15. **Violation:** Supplier represents and warrants that no Federal or State Statute or regulation or municipal ordinance has been or will be violated in the manufacturing, sale, and/or delivery of any good or service sold and delivered hereunder. If such violation has or does occur, supplier will indemnify and render harmless Valencia College from all loss, penalties, or the payment of all sums of money on account of such violation.
- 16. Strict Compliance: Valencia College may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.
- 17. **Patents:** By accepting this order, supplier renders Valencia College harmless against liability for patent infringement that may arise from the use of any goods, items or units covered by this PO.
- 18. **Insurance:** Supplier shall procure and maintain at all times adequate insurance. Said insurance shall provide that loss, if any, shall be payable to supplier and Valencia College as their interest may appear.
- 19. Supplier's Proposal and Acknowledgement: The terms and conditions of sale as stated on this order govern in the event of conflict with any terms or the supplier's proposal, and are not subject to change by reason of any written or verbal statements made by the supplier, or by any statement in supplier's acknowledgement unless accepted in writing by Valencia College.
- 20. Contract/ITB/RFP/RFQ/ITN: When a formal contract has been entered into by Valencia College and the supplier, the terms and conditions included in the contract shall have preference, and this PO is issued solely to encumber funds and for payment purposes.
- 21. **Assignability:** This PO is not transferable or assignable by the supplier to third parties, unless acknowledged and accepted by Valencia College in writing.
- 22. Public Records Law: Supplier acknowledges Valencia College is subject to and must comply with Florida's Public Records Law, Chapter 119, Florida Statutes and Section 119.0701, Florida Statutes if applicable. Supplier's failure to comply may result in cancellation of this Purchase Order.
- 23. **Nondiscrimination:** The nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, gender or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

Date: April 2021

## 24. FLOW-THROUGH REQUIREMENTS FOR PURCHASES USING FEDERAL FUNDS:

For goods procured using federal funds, Valencia College requires compliance with these additional contractual provisions of the Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (Uniform Guidance), U.S. Code of Federal Regulations, Title 2 CFR Part 200.

- (a) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): if the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying 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. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- (b) <u>Buy American Act</u> (41 U.S.C. 8301 §8305) (ARRA Section 1605 & 2 CFR §300.322) (Applies to purchase orders for construction, alteration, or repair, including products goods used providing maintenance services). Vendor represents and warrants that all of the iron, steel, aluminum, cement and other manufactured goods used in the project will be produced in the United States in accordance with the Buy American Act. Vendor shall provide College with reasonable back-up documentation evidencing compliance with the Buy American Act (i.e. records showing Buy American standards are met or a waiver was granted by the appropriate federal agency).
- (c) <u>Clean Air Act and Federal Water Act:</u> Procurement that exceeds \$150,000, the "Contractor" shall guarantee that all products purchased as a result of this procurement comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et. seq.).
- (d) <u>Debarment and Suspension:</u> The College will not award a Contract to parties listed on the government wide exclusions System for Award Management (SAM). In accordance with the OMB guidelines at 2 CFR 180 which implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion and that of its principal employees.
- (e) Equal Employment Opportunity This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color,

- religion, sex, national origin, protected veteran status or disability.
- (f) Procurement of Recovered Materials: Procurement that exceeds \$10,000 in the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
  - Competitively within a timeframe providing for compliance with the contract performance schedule:
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on certain telecommunications and video (g) surveillance services or equipment (2 CFR §200.216) -Vendor represents and warrants that no part of the equipment, services or systems provided to the College hereunder uses or consists of covered telecommunications equipment or services (as defined by 2 CRF §200.216) as a substantial or essential component of any equipment, service or system provided, or as a critical technology as part of any system provided

Date: April 2021

#### Three Phase Innovations

7201 Royal Springs Blvd Knoxville, TN 37918 US +86 56803745 erik.longmire@gmail.com www.threephaseinnovations.com



**DATE** 12/08/2022

## Quote

ADDRESS QUOTE # 142

Mark Hughes Valencia College 8600 Valencia College Ln Orlando, FL 32825

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	2 Pole Cabinet Model	The 2 pole cabinet model, has the classroom in mind while training. The custom built cabinetry offers you the storage for all of your training accessories. Once training is done for the day the accessories can be stored away and the model rolled into a corner for storage.	1	55,200.00	55,200.00
	Dual Voltage Upgrade	The Duel Voltage Transformer adds the versatility of utilizing either 120 WYE or 208 Delta input voltages to the transformer. This versatility allows the instructor to teach both WYE and Delta connections on the primary side of the transformer without swapping transformers.	1	3,000.00	3,000.00
	Dual Voltage Transformer	The dual voltage transformers offer the versatility of having 2 transformers in one. Just like in the field the transformer has a tap changer which allows you to change the primary(input) voltage from and to, 120 Wye to 208 Delta.	6	1,750.00	10,500.00
	Induction Training Coils	The training coils allow the student to see the effects of	1	2,400.00	2,400.00

Delivery and Payment terms

50% Due upon signed acceptance of quote or purchase order

Balance due within 30 due of delivery of goods and services

Once signed quote/PO is received and payment terms are met a delivery date will be set

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	electro magnetic induction. Once the coils are energized (120V) and placed near each other induction occurs and the second coils becomes energized illuminating the light bulb. During the demonstration the coils will be placed in an iron core showing how the magnetic field will be concentrated within the core. The induction training coils will be shipped in their own pelican case for travel and storage.			
Dry Erase Board 3X3 2B Pri/ 4B Sec	Printed custom to your training needs. 1 or 2 Bushing Primary and 2,3 or 4 Bushing Secondary	2	300.00	600.00
Delivery	We deliver using our trailer which is set up for transporting our equipment to your location. The safe arrival of your equipment is our top priority once we have worked so hard to build it. We insure all of our deliveries for the value of equipment being delivered.	671	4.25	2,851.75
Model Instructional Training	Our model instructional training is 8 hours with two instructors geared towards sharing knowledge to enhanse your training program. This is a great time for answering question about use and care for your model. This time is also open to all that wish to attend	1	1,500.00	1,500.00
Transformer Worksheets	These reproducible sheets work in conjunction with your other training tools by Three Phase Innovations.	1	400.00	400.00
Mastering Distribution Transformer Connections and Applications		20	55.00	1,100.00
Spare Parts Kit		1	3,100.00	3,100.00
Three Phase Innovations Digital Instructional Training Program	Three Phase Innovations is proud to offer this ebook for the apprentice and journeyman lineman. Presented in a Powerpoint format, with additional written instruction and printable tests, this is a great stand alone resource and the perfect compliment to one of our	1	350.00	350.00

DATE

Delivery and Payment terms

50% Due upon signed acceptance of quote or purchase order Balance due within 30 due of delivery of goods and services

DATE	ACTIVITY	DESCRIPTION		QTY	RATE	AMOUNT
	Foam Inserts for Cabinet	models		1	550.00	550.00
All trainer model orders include:  1 Fault Current Reactor, 1 Three Phase Breaker, 9 Single phase		SUBTOTAL DISCOUNT			81,551.75 -1,551.75	
breakers, 9	Transformer built to your comp	any specifications.	TOTAL		\$80	,000.00

Accepted By Accepted Date