

Florida State College at Jacksonville

PURCHASE ORDER TERMS & CONDITIONS

1. Any change to these Terms and Conditions requires the written authorization of the Purchasing Department.
2. C.O.D. or Freight Collect Shipments will not be accepted.
3. All shipments are F.O.B. DESTINATION unless otherwise specified. Where F.O.B. Shipping Point has been negotiated, shipper must prepay and add to invoice.
4. Purchase Order Number must be clearly shown on shipping label and all paperwork, including Bill of Lading, Packing Slip and invoice.
5. Shipment must be properly packaged. Inspection of delivery will be made at delivery point unless otherwise specified.
6. Billing Instructions are at the top left on Purchase Order and must be followed explicitly to insure proper and prompt payment.

PAYMENT: Payment will be made within 40 days receipt of items/invoice by the College after the items have been received, inspected, and found to comply with the specifications, are free of damage or defect, and have been properly invoiced. Discounts will be taken if payment is made within the discount period. All invoices shall bear the College purchase order number.

FSCJ reserves the right to reject any shipment that does not meet the terms, conditions and specifications as stated. Rejected shipments will be returned to vendor at vendor's expense.
7. DO NOT EXCEED SPECIFIED QUANTITIES UNLESS A VARIATION OF QUANTITY IS SPECIFIED.
9. Delivered goods shall comply with all Federal, State, and Local laws relative thereto. The vendor shall defend actions or claims brought and save harmless the College from loss and cost of damage by reason of supplier negligence or actual/ alleged infringement of letters of patent.
10. TOXIC SUBSTANCES must be shipped with MATERIAL SAFETY DATA SHEETS, in compliance with Chapter 442, Florida Statutes.
11. Failure to make delivery by or before the required delivery date stated on the Purchase Order shall constitute cause for cancellation of the order, or any part thereof, without further liability to FSCJ or without prejudice to FSCJ rights. Supplier's failure to adhere to any term or condition of this order may result in cancellation within 48 hours' notice. Supplier agrees that FSCJ may return part or all of any shipment made, and may charge the supplier for loss or expense sustained as a result thereof.
12. When a formal contract has been entered into by FSCJ and Supplier, the terms and conditions included in the contract shall have preference, and this Purchase Order is used solely to encumber funds and for payment purposes. In the event of any conflict or inconsistency between this Purchase Order and a formal contract and/or an invitation to bid/request for proposal, the order of priority of controlling terms shall be: (i) formal contract; (ii) invitation to bid/request for proposal; (iii) this Purchase Order.
13. This Purchase Order is not transferable or assignable by the Supplier to third parties, unless pre-approved by FSCJ in writing.

14.	<p>A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply contract with public entity for the construction or repair of a public building or public work; may not submit a bid, proposals, or replies on leases of real property of public entity; may not be awarded or perform work as contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (i.e. \$25,000) for a period of 36 months following the date of being placed on the convicted vendor list.</p>	17.	<p>SOVEREIGN IMMUNITY: The parties hereto acknowledge and agree that Florida State College at Jacksonville is a political subdivision of the State of Florida. As such, pursuant to Florida Statute 768.28, the College's performance under this purchase order agreement and any amendments thereto or attachments connected there with, shall at all times be subject to any and all state laws, state regulations and College District Board of Trustee Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified in this purchase order.</p>
15.	<p>TAXES: Florida State College at Jacksonville is exempt and does not pay Federal Excise, Florida Sales Taxes on direct purchases of tangible personal property. Exemption numbers will be cited on the face of the purchase order. The College is exempt from paying all federal, state, and local telecommunication taxes pursuant to Florida Statute # 202.12, 202.125, 202.19, 212.08, 365.172 or Federal USC Title 26, Subtitle D, Chapter 33, Subchapter B, Section 4253.</p>	18.	<p>SAFETY REQUIREMENTS: Supplier agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Material Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.</p>
16.	<p>GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate delivery of a technical equivalent alteration of the material, quality, workmanship or performance of the items defined in this PO prior to their delivery, it shall be the responsibility of vendor to promptly notify the College indicating in a letter the specific regulation which requires the alteration. The College reserves the right to accept any proposed equivalent including any price adjustments occasioned thereby, or to cancel the purchase order at no expense to the College.</p>	19.	<p>NONCONFORMANCE: Items may be tested for compliance with specifications. Items delivered and not conforming to specifications may be rejected and returned at vendor's expense.</p>
		20.	<p>ASSIGNMENT: Any monies which may become due there under this Purchase Order are not assignable except with the prior written approval of the College.</p>
		21.	<p>INSURANCE AND INDEMNIFICATION: Supplier agrees to indemnify and hold harmless the College, its officer's agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Supplier, its agents, employees or representatives, or arising from any Supplier-furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the College. Supplier shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the College. Buyer shall, at the request of the Buyer, supply certificates evidencing such coverage.</p>

Florida State College at Jacksonville is a member of the Florida College System.

Florida State College at Jacksonville is not affiliated with any other public or private university or college in Florida or elsewhere.

Florida State College at Jacksonville is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools ("SACS") to award the baccalaureate and associate degree. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097, or call (404) 679-4500 for questions about the accreditation of Florida State College at Jacksonville