

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.

7. 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.

Pursuant to Section 55.03 Florida Statutes (F.S.), all fees not paid when due shall be subject to late charges of one-half percent (0.5%) per month of the overdue amount.

8. 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. 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, F.S. , for CATEGORY TWO (i.e. \$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
15. 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 Sections 202.12, 202.125, 202.19, 212.08, 365.172, F.S. or Federal USC Title 26, Subtitle D, Chapter 33, Subchapter B, Section 4253.
16. 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.
17. 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 Section 768.28, F.S., 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. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, F. S. As College is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.

18. 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.
19. 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.
20. ASSIGNMENT: Any monies which may become due there under this Purchase Order are not assignable except with the prior written approval of the College.
21. INSURANCE AND INDEMNIFICATION: Supplier agrees to indemnify, defend 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.
22. E-VERIFY: Pursuant to State of Florida Executive Order No. 11-116, the Supplier shall utilize the U.S. Department of Homeland Security's E-Verify system <https://www.e-verify.gov/> to verify the employment of all new employees and independent contractors hired by the Supplier during the contract term. The Supplier shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the contract, utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
23. This Purchase Order and any related documents are subject to the "Public Records Law", Chapter 119, Florida Statutes, unless specifically exempted by law. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. SUPPLIER understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, SUPPLIER agrees to:
 - a. Keep and maintain public records required by the other Parties in order to perform the service.
 - b. Upon request from the College's custodian of public records, provide College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the Agreement term and following completion of the Agreement if the Party does not transfer the records to another Party.

d. Upon completion of the Agreement, transfer, at no cost, to the College all public records in possession of the SUPPLIER or keep and maintain public records required by the College to perform the service. If the SUPPLIER transfers all public records to the College upon completion of the Agreement, then SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If THE SUPPLIER keeps and maintains public records upon completion of the Agreement, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request of the College's custodian of public records, in a format that is compatible with the information technology systems of the College.

IF A PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 632-3196 OR 501 WEST STATE STREET, JACKSONVILLE, FL 32202.

Florida State College at Jacksonville does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in its programs or activities. Inquiries regarding the non-discrimination policies may be directed to the [College's Equity Officer](#), 501 West State Street, Jacksonville, Florida 32202 | (904) 632-3221 or equityofficer@fscj.edu.

Florida State College at Jacksonville is a member of the Florida College System and is not affiliated with any other public or private university or college in Florida or elsewhere. .