

## 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, the shipper must prepay and add to the invoice.
4. Purchase Order Number must be clearly shown on the shipping label and all paperwork, including Bill of Lading, Packing Slip and Invoice.
5. Shipment must be properly packaged. An inspection of delivery will be made at the delivery point unless otherwise specified.
6. Billing Instructions are at the top right on Purchase Order and must be followed explicitly to insure proper and prompt payment. Payment may be made up to and 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 offered if payment is made within the discount period. All invoices shall bear the College purchase order number. Late payments may accrue a separate interest penalty (established pursuant to Section 55.03(1), Florida Statutes) on the unpaid balance payable only upon written request to FSCJ. Interest or late payment penalties of less than one (1) dollar will not be enforced.
7. Do not exceed specified quantities unless a variation of quantity is specified.
8. Delivered goods shall comply with all Federal, State, and Local laws relative thereto. The supplier 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.
9. 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 supplier at supplier's expense.
10. TOXIC SUBSTANCES must be shipped with MATERIAL SAFETY DATA SHEETS (SDS), 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. The 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, Florida Statutes, 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 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.
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 supplier 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 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.

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 the supplier'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 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. Pursuant to Florida law and notwithstanding anything to the contrary in this purchase order, as a Political Subdivision of the State Florida, College, will not indemnify Supplier unless otherwise agreed to in writing prior.
23. **FORCE MAJEURE:** Neither party shall not be held liable for failure of or delay in performing its obligations under this purchase order if such failure or delay is the result of events not under the control of the parties, to include, but not limited to, an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay of performance.
24. The parties acknowledge that as a political subdivision of Florida, College is subject to Chapter 119, Florida Statutes ("Florida's Public Records Act"). As such, the purchase order, bill(s) of lading and invoice(s) may be considered a "public record". Any disclosure of documents resulting from this purchase order or any other information pursuant to a public records request shall not be considered a breach of any confidentiality obligations.

25. The College is a self-insured, sovereign entity of the State of Florida, and its self-insurance limitations are provided by law.
26. This purchase order shall be governed by and interpreted in accordance with the Laws of the United States of America, State of Florida, exclusive of its provisions regarding conflicts or choice of laws. Except however, as a public entity created under the constitution and laws the State of Florida, recipient's legal actions, responsibilities, rights and obligations are governed by Florida law which cannot be waived. Those laws shall apply as applicable.
27. Pursuant to State of Florida Executive Order No. 11-116, if the supplier is headquartered in the US, 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 suppliers hired by the Supplier.
28. Secure Networks Act-Section 2(a) of the Secure and Trusted Communications Networks Act of 2019, Pub. L. No. 116-124, 133 Stat. 158 (2020) (codified as amended at 47 U.S.C. §§ 1601–1609)--List of Equipment and Services Covered by Section 2 of the Secure Networks Act. The following link provides the listing of companies determined to pose an unacceptable risk to the national security of the United States or the security and safety of United States persons. <https://www.fcc.gov/supplychain/coveredlist>
29. Florida State College at Jacksonville does not discriminate against any person on the basis of race, disability, color, ethnicity, national origin, religion, gender, age, sex, sexual orientation/expression, marital status, veteran status, pregnancy or genetic information 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 | [equityofficer@fscj.edu](mailto:equityofficer@fscj.edu) .