

**Entire Agreement:** The following terms and conditions shall be observed. Any Vendor terms and conditions included with Vendor's invoice or any other document provided by Vendor shall be of no effect. Whether construed as an offer, acceptance, or confirmation, these terms and conditions of purchase include all documents and exhibits attached hereto and all other terms incorporated by reference herein. This purchase order shall constitute the final, complete, and exclusive statement of this contract and may not be modified or rescinded except by a written change order issued by the District Board of Trustees, Pensacola State College, Florida (hereinafter referred to as College). Any changes must be made through the College Purchasing Department.

If this purchase order constitutes an offer by College to purchase the goods and/or services specified upon the terms and conditions and at the price(s) and with the delivery date(s) specified herein, Vendor shall indicate its acceptance of this order by verbal acceptance communicated to the College, by written acceptance on the face of this purchase order received by the College, by other manner, expressly conditioned on notice of such commencement of work received by the College, or by the delivery of goods and services within the time for such delivery as stated in this purchase order. Regardless of the manner or medium of acceptance, time is of the essence.

As an offer, this purchase order expressly limits acceptance to its terms and conditions, and notification of objection to any different or additional terms in any response to this offer from the Vendor is hereby given. If this purchase order is construed as an acceptance of the Vendor's offer, this acceptance is expressly conditioned on the offeror's assent to any additional or different terms contained in this purchase order. If this purchase order is construed as a confirmation of an existing contract, the parties agree that this purchase order constitutes the final, complete and exclusive terms and conditions of the contract between the parties.

When a formal contract has been entered into by the College and Vendor, 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 any conflict or inconsistency between this Purchase Order, a formal contract and/or invitation to bid/request for proposal/intent to negotiate, the order of priority of controlling terms shall be 1) formal contract; 2) invitation to bid/request for proposal; 3) this Purchase Order.

**UCC Incorporation:** Regardless of its construction as an offer, acceptance, confirmation or used to place orders for goods or services pursuant to an earlier contract, this purchase order incorporates by reference all terms of the Uniform Commercial Code, providing any protection for the College, including, without limitation, all express and implied warranty protection and all College's remedies under the Uniform Commercial Code.

**Website Exclusion:** The College expressly states that it will not be bound by any content on the Vendor's website, even if the Vendor's documentation specifically references that content and attempts to incorporate it into any other communications, unless the College has actual knowledge of such content and has expressly agreed to be bound by it in writing that has been manually signed by an authorized representative of the College.

In the event that Vendor enters into terms of use agreements, EULA or other agreements or understandings, whether verbal or in writing, with College's employees, such as by requiring the employee to click an on screen indicator indicating "I accept" before allowing the user to access the Application, Site or Service, such agreements shall be null, void and without effect. To the extent Vendor employs such agreements; Vendor is advised that employees of College do not have authority to enter into such agreements on behalf of the College.

**Indemnification:** The Vendor agrees to indemnify and hold the College, its officer's, agents, and employees harmless from any and all loss, cost, liability, and expense (including attorney's fees) arising, growing out of, or in any way connected with, any other claims or litigation now or hereafter asserted with respect to any injury or damages resulting from or arising out of any alleged defect in the work, goods, or materials ordered herein or by reason of the design or construction thereof, and agrees to reimburse College for any and all expenses (including attorney's fees) in connection thereof. Vendor also agrees to save and hold harmless the College, its officers, directors, Board of Trustees, agents, assigns, and employees for infringement of any US patent, trademark, or copyright due to the use of any product sold to the College or used in performance of the Purchase Order. This paragraph shall survive the expiration or termination of this Purchase Order. Notwithstanding the foregoing, any indemnity and hold harmless provided herein by Pensacola State College shall be limited to and subject to the extent and limitation of Chapter 768.28, Florida Statutes, and shall not exceed the sum of \$200,000 per incident and \$300,000 for the same incident or occurrence, and the above provision shall in no way act as a waiver of College's sovereign immunity beyond that provided in Section 768.28, Florida Statutes or as a waiver of any other defense that Vendor may have to such claims.

**Insurance:** Vendor shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the College. Vendor agrees to have the College added as additional insured with respect to Commercial General Liability Insurance for purposes of contract performance and incidents arising out of Agreement. Vendor shall, at the request of the College, supply certificates evidencing such coverage.

**Governing Law:** This contract shall be construed and enforced under the laws of the State of Florida which will be the forum for any legal action between the parties arising from or incident to the agreement. The exclusive venue for any legal proceeding will be Escambia County, Florida. The enumeration herein of certain rights does not exclude others which are given by law.

The parties hereto acknowledge and agree that the District Board of Trustees, College, Florida 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 therewith, shall at all times be subject to any and all Florida 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.

Supplier attest compliance with all federal and state laws and regulation.

**Assignment:** Vendor shall not assign or subcontract any portion of this order without prior written approval of the College. If such approval is granted, it shall not relieve the Vendor from liability hereunder. If this order cannot be filled by person or firm to whom it is issued, it shall be returned to the College.

**Shipping:** Shipping notices and Bills of Lading must accompany shipment, and parcels must be clearly marked with the purchase order number and the address to which the material is to be delivered. Shipment must be properly packaged. Damaged goods will not be accepted. Delivery is "F.O.B. Destination unless specified on the Purchase Order. If the College agrees in writing to reimburse the Vendor for transportation cost, the College shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the Vendor until the goods are received and accepted by the College. Rejected materials will be returned to the Vendor at the Vendor's Risk and expense. The College reserves the right to reject any shipment not meeting the terms, conditions, and specifications as stated. Rejected shipments will be returned to Vendor at Vendor's expense. Failure to make delivery by or before the required delivery date, if stated on the Purchase order shall constitute cause for cancellation of the order, or any part thereof, without further liability to the College or without prejudice to the College's rights. Vendors failure to adhere to any term or condition of this order may result in cancellation. Vendor agrees the College may return part or all of any shipment made, and may charge the Vendor for any loss or expense sustained as a results thereof. Partial delivery/payment shall not be made, unless otherwise specified on the Purchase order, per Section 672.307, Florida Statutes.

If freight charges appear on the invoice, the College reserves the right to require receipted transportation invoices.

All purchases must be shipped within 60 days of the order unless otherwise stated. If shipment cannot be made within 60 days, the vendor shall advise the College of an alternate date which may be accepted or rejected by the College.

Receiving is open to receive shipments from 7:30am to 3:00pm, Monday through Thursday. Deliveries will not be accepted during holidays or breaks. Contact information for Receiving is [Receiving@PensacolaState.edu](mailto:Receiving@PensacolaState.edu) or (850) 484-1910.

Hazardous substances must be shipped with Material Safety Data Sheets.

**Payments:** Payments to the vendor will be processed upon the submission of correct invoices at the prices stipulated on the purchase order for items delivered and accepted or services rendered, less deduction, if any. Unless otherwise specified, partial payments will not be made. The College's standard terms for payment shall be Net 45 days from the date of receipt of correct invoice and receipt of items/services, whichever is latest.

**Pricing:** If unit price is omitted on the order, except where the PO is given in acceptance of quoted prices, it is agreed Vendors' price will be the lowest prevailing market price, and in no event is the order to be filled at a higher price than previously quoted or charged without College written consent. If the College references a contract or purchasing cooperative agreement, all pricing shall reflect the referenced agreement.

Vendor shall provide the new current standard production model available at the time and date of the purchase order.

**Severability:** The terms of this agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

**Tax Exempt Status:** Vendor acknowledges that the College is a tax-exempt institution and does not pay Federal Excise or Florida Sales taxes on direct purchases of tangible personal property. College is exempt from 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.

**Compliance/Licenses:** Vendor, its employees, subcontractors or assigns shall obtain, at its own expense, all licenses, permits, and other authorizations necessary to comply with all applicable federal, state, and local laws and regulations relating to the performance of this Purchase Order. The College undertakes no duty to ensure such compliance, the Vendor shall indemnify the College and hold harmless from any failure by the Vendor to comply with such laws and regulations relating to performance of this Purchase Order.

**Conflict of Interests:** The purchase hereunder is subject to provisions of Chapter 112, Florida Statutes. All vendors must disclose the name of any director or agent who is an employee of the College.

**Termination:** The College reserves the right to cancel all or part of this Purchase Order, without obligation, if unconditioned acceptance is not expressed by the Vendor either through written notice or by delivery of items ordered, within any specified dates and times.

**Warranty:** All goods furnished by Vendor for any service or installation relating thereto pursuant to this order shall be warranted to be the best quality of their intended purposes. In the event of breach, the Vendor shall take any necessary action, at the Vendor's expense, to correct such breach in the most expeditious manner possible. This warranty shall also insure to the benefit the user of the goods. Vendor agrees if any defect shall appear in equipment, articles or materials specified in this order, within one year from date of receipt of good or service, the seller, upon notice, shall correct such defects by repair or replacement without expense to the buyer.

**Website Exclusion:** The terms of this agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

**Public Records:** College may unilaterally cancel this PO for refusal by vendor to allow public access to all documents and other materials subject to the provisions of Chapter 119, Florida Statutes. The Vendor will indemnify, defend, and hold harmless the College's Board of Trustees, the Florida Board of Education, and the State of Florida, and their officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney fees, that relate to any public records which the Vendor maintained or should have maintained in conjunction with this agreement, or that relates to any public records which the company failed to produce or copy in response to a public records request.

**Public Entity Crime:** A person or affiliate who has been placed on the State of Florida's convicted vendor list may not submit a proposal or contract to provide any goods or services, including construction, repairs or leases and may not be awarded or perform work as a contractor, supplier, subcontractor or consultant for College for a period of thirty six (36) months from the date of being placed on the convicted vendor list. See Florida Statutes 287.133.

**Equal Opportunity Employer:** The College is committed to providing an educational and working environment free from discrimination and harassment. All programs, activities, employment and facilities of the College are available to all on a non-discriminatory basis, without regard to race, sex, age, color, religion, national origin, ethnicity, disability, sexual orientation, marital status, pregnancy, genetic information or veteran's status. The College is an equal access/equal opportunity institution. Questions pertaining to educational equity, equal access or equal opportunity should be addressed to: Executive Director of Institutional Equity and Student Conduct, at (850) 484-2128, Pensacola State College, 1000 College Blvd., Pensacola, Florida 32504.

**Nondiscrimination:** Vendor agrees to abide by the College's nondiscrimination policy and as such, will not discriminate on the basis of race, ethnicity, national origin, gender, age, religion, marital status, disability, sexual orientation and genetic information in its educational programs and activities. The following person has been designated to handle inquiries regarding nondiscrimination policies: Executive Director of Institutional Equity and Student Conduct, at (850) 484-2128, Pensacola State College, 1000 College Blvd., Pensacola, Florida 32504.

**Human Trafficking Disclosure:** Pursuant to, and as required by, Florida Statutes Section 787.06 (13), the Supplier's acceptance of this purchase order constitutes its confirmation and attestation that it does **not** use coercion for labor and services as defined in that statute.