**FLORIDA STATE UNIVERSITY STANDARD TERMS AND CONDITIONS**

Florida State University requires that a vendor have a valid University Purchase Order issued, and any contract or agreement be signed by a representative that has delegated Power of Attorney to do so, before shipping any merchandise. The purchase order number must be shown on all invoices.

Unless specifically referenced in the body of this order, there are no attachments to this purchase order.

**CERTIFICATION:** Acceptance of this order serves as certification that the vendor or its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three‐year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offense enumerated in paragraph (b) of this certification; (d) have not within a three‐year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and (e) are not employed and/or affiliated with Florida State University, unless a current Report of Specified interest form has been approved.

**GOVERNING LAW**: This purchase order shall be governed by and under the jurisdiction of the Laws and Rules of Florida and any provision in conflict herewith, shall be void and of no effect.

**ASSIGNMENT:** This purchase order and any monies which may become due hereunder are not assignable except with the prior written approval of the University.

**EXTRA CHARGES**: No additional charges of any kind, including charges for boxing, packing, transportation or other extras will be allowed unless specifically agreed to in writing by an authorized purchasing agent in Procurement Services at Florida State University.

**CANCELLATION FOR NON‐PERFORMANCE:** If Vendor fails to supply the Merchandise or Services as specified or fails to conform to these terms and conditions, Florida State University reserves the right (in addition to its other remedies) (a) to purchase the Merchandise or obtain Services from another source and (b) to cancel this Purchase Order with respect to Merchandise not shipped or Services not provided.

**FORCE MAJEURE:** This Purchase Order is subject to cancellation or change on written notice to the Vendor in the event of causes beyond Florida State University’s reasonable control, including without limitation acts of God or war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment or operations due to governmental orders or rulings, and the like.

**DELIVERY:** Delivery is to be made to the “Ship To” location shown on the face of the Purchase Order. Vendor will ship goods FOB Destination unless otherwise indicated on the purchase order. Delivery shall be within the normal working hours of the university, Monday through Friday, unless otherwise specified. Indicated on the face of this Purchase Order is the “Delivery Due” date. Failure to make delivery by or before “Delivery Due” date constitutes cause for cancellation by the University. Vendor must include Purchase Order number on all invoices, Bills of Lading, cases, bundles, packing lists and correspondence. Vendors shall include a packing list showing contents of shipment if shipment is made in two or more containers. No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by University Procurement Services as a change order to this Purchase Order. The risk of loss or damage to leased equipment, goods, or property shall not transfer to University except as expressly provided in Florida Statutes Section 680.219.

**Note**: Signature by University personnel for deliveries does not confirm either a complete or accurate shipment. Incomplete and or incorrect shipments not complying with the requirements of this Purchase Order must be re‐delivered at the Vendor’s expense.

**INSPECTION, ACCEPTANCE AND TITLE**: Inspection and acceptance will be at the destination location unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the vendor named on the purchase order until accepted by the University, unless loss or damage results from negligence by the University. The vendor named on the purchase order shall be responsible for filing, processing and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the University will:

1. Report any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading.
2. Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.

**PAYMENT:** Payment shall be made in accordance with s.215.422, FS, which provides that agencies have 5 working days to inspect & approve goods & services, unless bid specifications or the PO specifies otherwise. If payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s.55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the University Controller’s Payables and Disbursements Section at (850) 644‐5021. Payments made to health care providers for hospitals, medical or other health services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is 1% per month. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties of less than $1 will not be paid unless the vendor requests payment. A vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University, may be contacted by calling the Procurement Services Department at (850) 644‐6850. The payment period does not begin until all terms of the contract (including shipping and billing instructions exactly as they are specified on the purchase order) have been met and a properly completed invoice is provided the University. Invoices received from vendors that have failed to supply the University with a complete and accurate W‐9 or other form that provides all necessary data to determine 1099 status will be deemed insufficient for payment until such information is received.

**TAXES:** Florida State University does not pay Federal Excise or Florida Sales Tax on direct purchases of tangible personal property. The appropriate exemption number is available upon request. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property or service in performance of contracts for the improvement of University‐owned real property as defined in Chapter 192, F.S.

**CONTRACTOR PERSONNEL**: The Contractor/Vendor shall enforce strict discipline and good order among the Contractor’s/Vendor’s employees and other persons carrying out the Contract/Purchase Order. The Contractor/Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**WARRANTIES:** Warranty of Merchantability – Goods provided by Vendor under this Purchase Order/Contract shall be merchantable. All goods provided shall be of good quality within the description given by the University, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the University, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Vendor or on the container or label.

Warranty of fitness for a particular purpose – When Vendor has reason to know or knows any particular purpose for which the goods are required, and the University is relying on the vendor’s skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Vendor shall, in providing goods to the University, convey good title in those goods, whose transfer is right and lawful. All goods provided by Vendor shall be delivered free from any security interest, lien, or encumbrance of which the University, at the time of contracting, has no knowledge. Goods provided by Vendor shall be delivered free of any rightful claim of any third person by infringement or the like.

**SAFETY STANDARDS**: Unless otherwise stipulated, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standards thereunder.

**UNDERWRITERS’ LABORATORIES**: Unless otherwise stipulated, all manufactured items and fabricated assemblies shall carry U.L. approved and reexamination listing where such has been established.

**CONFIDENTIALITY OF INFORMATION**: If Vendor is exposed to FSU’s confidential information, Vendor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm‐Leach Bliley Act). Confidential information shall not include information that is public record pursuant to Florida law (Florida Statutes Chapter 119), and FSU will respond to public records requests without any duty to give Vendor prior notice. This provision shall survive termination of the Contract. If Vendor is providing software, FSU may create and return a copy of the software and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Contract is terminated or expires.

**SENSITIVE PERSONALLY IDENTIFIABLE INFORMATION**: Information relating to an individual that reasonably identifies the individual and, if compromised, could cause harm to that individual. Examples may include, but are not limited to: Social Security Numbers, credit card numbers, bank account information, student grades or disciplinary information, employee performance information, donations, patient health information, other confidential information, and account passwords or encryption keys used to protect access to sensitive personally identifiable information.

**CAMERA READY COPY/ARTWORK**: Camera ready copy, artwork, separations, negatives, etc. are the property of the University. Payment for this order will not be made until all such materials have been returned in useable condition.

**COPYRIGHT, PATENTS AND ROYALTIES**: The Vendor, without exception, shall indemnify and save harmless Florida State University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of a purchase order, including its use by Florida State University. If the vendor uses any design, device, or materials covered by letters, patent, trademark, copyright or other intellectual property right or other right, it is mutually agreed and understood without exception that the purchase order price shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. Vendor also shall indemnify and hold harmless the University and the FSU Board of Trustees and the University’s officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University’s use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

**WEBSITE INCORPORATION**: The University expressly states that it will not be bound by any content on the Vendor’s website, even if the Vendor’s documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the University 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 University.

**RELATIONSHIP OF THE PARTIES:** Vendor is an independent contractor, and neither Vendor nor Vendor’s employees, agents, or other representatives shall be considered FSU employees or agents. Vendor shall not use FSU’s name, trademarks, logos, or marks without FSU’s prior written approval. Vendor represents and warrants that it is not on the Convicted Vendor List (see Florida Statutes S.287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the willful or negligent acts or omissions of Vendor’s subcontractors or persons otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling Vendor’s obligations under the Contract.

**INSURANCE:** Vendor and Vendor’s subcontractors shall have and maintain types and amounts of insurance that at a minimum cover their exposure in performing this Contract. FSU is self‐insured, and will provide its Certificate of Insurance upon request; FSU is not required to obtain additional insurance for this Contract.

**MATERIAL SAFETY DATA SHEETS:** In compliance with Code of Federal Regulations, 29CFR1910.1200 if this purchase order involves the shipping of any item designated as a toxic substance, such shipment must be accompanied by a Material Safety Data Sheet (MSDS). A toxic substance is designated as any chemical substance or mixture in gaseous, liquid, or solid state, which can cause harm to the human body.

**HOLD HARMLESS/INDEMNIFICATION**: Vendor shall hold the University and the FSU Board of Trustees and the University’s officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Vendor, its employees, its agents or of others under Vendor’s control and supervision.

**PRIDE:** It is expressly understood and agreed that any articles identified by Department of Management Service’s commodity numbers and certified by PRIDE, the corporation defined in s.946.503(1), FS, which are the subject or required to carry out this contract, shall be purchased from said corporation in the same manner and under the same procedures set forth in s.946.515(2)(4), FS. For purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with PRIDE are concerned.

**PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

**EQUAL OPPORTUNITY REQUIREMENTS: This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(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.**

**EMPLOYMENT OF UNAUTHORIZED ALIENS:** The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this purchase order.

**RECORDS ACCESS**: The University, a third party hired by the University, the Federal awarding agency, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions. FSU reserves the right to audit or to hire a third party on behalf of the University, invoices and pricing charged for items purchased on the contract to verify compliance with the established pricing and discounts. The vendor will be required to provide spend reports at the request of FSU to be used for auditing purposes. If found out of compliance, the vendor and University will come to an agreement or settlement for any overcharges the audit reveals.

**PUBLIC RECORDS**: FSU may cancel the Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 and made or received by the Vendor in conjunction with the Contract.

**FACILITIES:** The University reserves the right to inspect the Vendor’s facilities during normal business hours with prior notice.

**GOVERNMENTAL RESTRICTIONS**: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items provided on this Purchase Order prior to their delivery, it shall be the responsibility of the Vendor to notify FSU Procurement Services at once, indicating the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the University.

**SALE OR BANKRUPTCY OF VENDOR’S BUSINESS:** If, during the life of this Purchase Order, the Vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such party. In the event, the new owner(s) may, in Florida State University’s absolute discretion, be required to submit a performance bond in the amount of the open balance of the Purchase Order. In the event of any suspension of payment or the institution of any proceedings by or against Vendor, voluntary or involuntary, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of Vendor, Florida State University shall have, in addition to the rights stated in the two preceding sentences, the right to cancel this Purchase Order forthwith.

**FEDERAL AND STATE FUNDING**: If this Purchase Order is funded by the State of Florida or Federal funds, it shall be deemed executory to the extent of State or Federal monies being available to Florida State University and no liability on account thereof shall be incurred by Florida State University beyond monies available for the purpose and Vendor shall comply with all applicable federal, state and local laws and regulations. If this order is funded by the federal government Vendor is subject to compliance with the

standards and requirements as set forth in OMB Circular A‐110, Section 48, Contract Provisions and Appendix A, and OMB Circular A‐ 133, Paragraph 5. All procurement requirements contained in the above referenced Circulars are incorporated herein by reference, and Vendors are required to comply with all applicable federal acquisition regulations, including, but not limited to, the following, as amended (See Special Terms and Conditions below):