



## PURCHASE ORDER TERMS AND CONDITIONS

When a formal contract has been entered into by **Pasco-Hernando State College ("PHSC" or "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. PHSC prohibits the inclusion of any additional or different terms by Vendor in the Vendor's acceptance or acknowledgement of this order. The inclusion of such terms by the Vendor will be void, such terms will not be conditions or additional terms to this order, and College's acceptance of Vendor's goods shall not be deemed as acceptance of such terms. The terms or conditions from a relevant proposal or quote are incorporated herein by this reference. If Purchase Order (PO) does not have an authorized purchasing signature it is considered null and void, and no payment(s) will be made against it. Unless otherwise stated on the face of this order, the following terms and conditions shall apply.

**Terms of Payment:** Normal terms of payment shall be "Net 45 Days" from receipt of goods and vendor's invoice. Alternative terms of payment may be considered when in the best interest of the college. Unless otherwise specified, partial payments will not be made.

**Packing and Shipping:** Purchase Order number shall be listed on packaging. An itemized list of contents (packing list) must be placed in each package bearing the Purchase Order Number. [All expenses incurred by Vendor's failure to furnish necessary shipping documents shall be charged to the Vendor.](#) All shipments are F.O.B destination, transportation prices are included in the PO unless otherwise stated on the PO. C.O.D. shipments will not be accepted.

**Invoicing:** Itemized invoices bearing the Purchase Order Number must be submitted by vendor. Correct invoices with stipulated pricing from purchase order will be processed for items delivered and accepted or services rendered. Unless otherwise specified, partial payments will not be made.

**Assignment and Subcontracting:** Vendor shall not assign or subcontract any portion of this purchase order without the prior written approval of the College. Vendors are encouraged to utilize the E-Verify system to verify the employment eligibility of their employees and subcontractors.

**Independent Contractor:** Contractor, including its agents, subcontractors, officers, and employees, is an independent contractor under this purchase order, and in no manner shall the Contractor be deemed an employee of the College or deemed to be entitled to any benefits associated with such employment. Contractor remains responsible for all applicable federal, State, and local taxes and all FICA contributions. [College reports 1099 earnings to IRS monthly.](#)

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

**Contract/ITB/RFP:** When a formal contract has been entered into by PHSC and the vendor, the terms and conditions included in that contract shall have preference, and this PO is issued solely to encumber funds and for payment purposes.

**Law and Regulations:** Vendor shall comply with all applicable Federal, State and Local laws, statutes and ordinances including, but in no way limited to rules, regulations and standards of the Occupational Safety and Health Act of 1970 and the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these acts. Vendor agrees, in connection with performance of this order, not to discriminate against any employee or applicant because of race, sex, religion, color, age, national origin, disability, or marital status. Material Safety Data Sheets and Certificates of Compliance must be provided with each shipment of raw materials. PHSC operates in accordance with the State of Florida Sunshine Law.

**Public Records:** Public Records To the extent that contractor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

(a) Keep and maintain public records required by college to perform the service.

(b) Upon request from 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 chapter 119, F.S., 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 contract term and following completion of the contract if the contractor does not transfer the records to college.

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

(e) If the contract has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the Custodial of Public Records at Pamela Nadolski, Paralegal, 727-816-3746, nadolsp@phsc.edu, Pasco-Hernando State College, 10230 Ridge Road, New Port Richey, FL 34654

(f) The contractor acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement and grounds for termination.

**Patents:** Vendor agrees to indemnify and hold harmless the College, its officers, employees, agents or representatives using the goods specified herein from any loss, damage or injury arising out of claim or suit at law or equity for actual or alleged infringement of letters patent, by reason of the buying, selling or using the goods supplied under this order, and will assume the defense of any and all suits and will pay all costs and expenses incidental thereto.

**Insurance and Indemnification:** Vendor 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 Vendor, its agents, employees or representatives, or arising from any Vendor furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the College. Vendor shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the College. Vendor shall, at the request of the College, supply certificates evidencing such coverage.

**Risk of Loss:** Vendor assumes the following risks: (a) all risks of loss or damage to all goods, work in process, materials and other things until the delivery thereof as herein provided; (b) all risks of loss or damage to third persons and their property until the delivery of all the goods as herein provided; (c) all risks of loss or damage to any property received by Vendor from or held by Vendor or its supplier for the account of College, until such property has been delivered to College; (d) all risks of loss or damage to the goods or any part thereof rejected by College, from the time of shipment thereof to Vendor until redelivery thereof to College.

**Inspections and Testing:** All goods are subject to College's inspection and approval upon arrival. If rejected, pickup/return of the goods will be at the Vendor's expense. Such inspection, or the waiver thereof, however, shall not relieve the Vendor from full responsibility for furnishing goods and work conforming to the requirements of the order, not prejudice any claim, right or privilege the College may have because of the use of defective or unsatisfactory goods or work.

**Termination for Default:** College may terminate all or any part of this purchase order by giving notice of default to Vendor, if Vendor (a) refuses or fails to deliver the goods within the time specified; (b) fails to comply with any of the provisions of this order or so fails to make progress as to endanger performances hereunder, or; (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors. In the event of termination for default, College's liability shall be limited to the payment for goods delivered and accepted by the College under this order.

**Stop Work Order:** College may, at any time, by written notice to the Vendor, stop all or any part of the work. Upon receipt of such notice, the Vendor shall take all reasonable steps to minimize the incurrence of costs during the period of work stoppage. College may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price or terminate the work in accordance with the provisions of the order.

**Warranty:** By accepting this order, the Vendor warrants that the goods furnished hereunder shall be free from latent and patent defects and in full conformity with the specifications, drawings and/or samples. The Vendor also warrants that the goods are fit for the College's purpose if indicated hereon or in any documents attached or made a part hereof by reference or if known to the Vendor. These warranties shall survive acceptance of and payment for goods received. Failure of the College to reject said goods shall not constitute a waiver of any of these warranties. The Vendor further shall hold harmless, the College, its customers and any users, from any loss, damage and expense whatsoever, including attorney's fees and court costs which may be suffered by breach of any of these warranties.

**Corrections/Changes:** Clerical errors are subject to correction by the College, but the purchase order may not otherwise be modified or rescinded without College's consent. Questions concerning this order may be made by email to: [purchasing@phsc.edu](mailto:purchasing@phsc.edu) or by phone (727) 816-3443 or (727) 816-3377.

**Receiving:** Receiving department is open to receive shipments from 8am to 3:30pm, Monday through Friday. Deliveries will not be accepted during holidays, College breaks or closure dates noted on PO. For more information or to schedule deliveries, contact: (727) 816-3479.