

## TERMS AND CONDITIONS AS PART OF THIS PURCHASE ORDER

1. Valencia Community College (College) shall only pay invoices, not statements. Vendor must display the applicable purchase order number (and Release Number if applicable) on the face of each invoice to the College. The College will NOT be responsible for any goods or services delivered without a pre-completed College purchase order in writing by a duly authorized College signer or designee. If Vendor's invoice lists any freight or cartage charges, such invoice must attach all of Vendor's receipted transportation bills. Vendor changes to this purchase order are not binding by the College unless made in legible writing that are then signed by the Procurement Office. Vendor shall return the purchase order to the College's Procurement Office at once with a written explanation if it is not accepted in its entirety.
2. College discount period and the payment process do not commence until after the College has accepted the ordered items and received all invoices. Unless the College's purchase order, bid specifications, or contract expressly specifies otherwise, College has five (5) working days upon its actual receipt of ordered goods or services to inspect and/or approve/disapprove the goods and/or services. Until the College receives a properly completed invoice, the payment process will not begin.
3. Delivery is to be made to: Ship To location shown on the face of this purchase order. Delivery of shipments is between 8:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays. The college's purchase order number must be indicated on the outside of the package before delivery is accepted. Indicated on the face of the purchase order is the Delivery Date. Failure to make delivery by or before the Delivery Date constitutes cause for cancellation by the College. Palletized shipments should not exceed 1500 pounds per pallet. 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 the College on the face of this purchase order.

THE VENDOR AGREES THAT ANY DELIVERY MADE BECAUSE OF THIS PURCHASE ORDER SHALL INDICATE HIS/HER ACKNOWLEDGMENT OF THIS ORDER AND ACCEPTANCE OF ALL TERMS AND CONDITIONS EXACTLY AS WRITTEN.

4. The College assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of College and officers, employees, servants, and agents thereof while acting within the scope of their employment by the College. Vendor assumes any and all of personal injury and property damage attributable to the negligent acts or omissions of Vendor's officers, employees, servants, and agents, or persons acting or engaged to act by Vendor in furtherance of the obligations of Vendor under this agreement. The College, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the College. College and Vendor further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be such; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28 Florida Statutes.
5. This purchase order and any attachments and/or addenda hereto that are executed by the College's duly authorized signatory constitutes the entire exclusive agreement between the parties. In the event of any conflict or inconsistency between the purchase order and the provisions of attached documents, the order of priority is: College's invitation to bid/request for proposal, if any, this purchase order; Vendor's bid or proposal, if any, and any other documents executed by the College's duly authorized signatory.
6. This purchase order and any attachments and addenda hereto are subject to and governed by Florida laws, including, without limitation, Section 768.28, Florida Statutes, which is incorporated by reference into this purchase order and its terms. Venue for any action arising hereunder shall be Orange County, Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with the College. A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property of public entity, may not be awarded or 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 in excess of the bid limit provided for in Section 287.017 of the Florida Statutes, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The risk of loss or damage to leased equipment, goods, or property shall not transfer to the College except as expressly provided in Florida Statutes 680.219.
7. Neither party shall be required to perform under this purchase order or any attachments or addenda hereto executed by College's duly authorized signatory when such performance is delayed or prevented by any cause beyond the parties or parties control. This purchase order and attachments and addenda hereto executed by the College's duly authorized signatory may not be altered, amended, or assigned without the written agreement of all parties.