THE FOLLOWING TERMS AND CONDITIONS ARE MADE PART OF THE UWF PURCHASE ORDER ("PO") DOCUMENT. The PO constitutes an offer to purchase. All previous offers are revoked or are not accepted. Any terms of any prior offer are no longer applicable. The terms of this Purchase Order may not be modified except in writing signed by both parties to the Purchase Order.

1. The Purchase Order and all matters relating to it are governed by the laws of the State of Florida. Any legal actions arising out of the PO shall be brought exclusively in the state or federal courts located in the Northern District of Florida.

2. The vendor agrees that it shall meet or exceed UWF’s minimum insurance requirements, which are available at the online vendor guide http://uwf.edu/offices/procurement/vendors-only/vendors-guide/.

3. The Vendor is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services as provided in the attached PO.

4. All payments made by the University under this agreement shall be made pursuant to University Regulation UWF/REG 6.003-Prompt Payment, which requires that payment of an invoice shall be made not later than forty (40) days after receipt of an acceptable invoice and receipt, inspection and acceptance of the goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. Failure by the University to provide payment within 40 days may result in the University paying interest at a rate as set by Florida law. A Vendor Ombudsman has been established by the University and the duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The University’s Vendor Ombudsman may be contacted at (850) 474-2636.

5. The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the PO and shall be submitted to the University in detail sufficient for a proper pre-audit and post-audit. Each bill or invoice must clearly identify the services, portion of services, and expenses for which compensation is sought. Payment will be tendered only for services or the portion of services completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission.

6. The performance of the University of any of its obligations under the PO shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purpose of the PO for the current and future periods.

7. All claims for reimbursement for travel, lodging, or meal expenses, such reimbursement must comply with sections 287.058(1)(b) and 112.061 of the Florida Statutes.

8. Each party assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and its own officers, employees and other agents while acting within the course and scope of their employment or agency. Vendor also assumes such risk with respect to the negligent acts or omissions of persons subcontracting with Vendor or otherwise acting or engaged to act at the instance of the Vendor in furtherance of the Vendor fulfilling its obligations under the PO. Nothing contained in the PO shall be construed or interpreted as denying the University or other state entity any remedy or defense available under the laws of the State of Florida; the consent of the University to be sued; or a waiver of sovereign immunity of the University beyond the waiver provided in section 768.28 of the Florida Statutes.

9. The University is not authorized to enter into an agreement containing provisions whereby the University assumes payment of the Vendor’s court costs or legal fees and all such clauses are null and void. The University is not authorized to enter into an agreement containing provisions that contain limitation of remedies provisions whereby the Vendor’s liability for damages to the University for any cause and regardless of the form of action is limited and all such clauses are null and void.

10. The University may disclose information from a participating student's educational record, as appropriate, to personnel of the Vendor who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. 1232g; 34 CFR Part 99). The Vendor hereby agrees that its personnel will use such information only in furtherance of the education program for the student, and that the information will not be disclosed to any other party without written notice to the University and with the student's prior written consent.

11. The University, as a public body corporate of the State of Florida, is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation.

5.31.2016
12. In accordance with section 112.3185 of the Florida Statutes, the Vendor certifies that to the best of its knowledge and belief no individual employed by it or subcontracted by it has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Vendor shall be grounds for cancellation of the PO by the University.

13. The Vendor agrees to indemnify, hold harmless and defend the University against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of the Vendor, its employees, its agents or of others under the Vendor’s control and supervision. If any part of a delivery of products or services to the University made pursuant to the PO is protected by the patent, copyright, trademark, or other intellectual property right of a third party, Vendor agrees to defend, indemnify and hold harmless the University from and against any claim, loss, cost and/or expense the University incurs based on a claim that use of the Vendor’s products or Services infringes the intellectual property rights of a third party.

14. It is understood and agreed that nothing contained in this PO that is intended, or should be construed, as creating or establishing the relationship of partners between the parties, or constituting Vendor as the agent or representative of the University for any purpose in any manner whatsoever. The Vendor is not authorized to bind the University to any contracts or other obligations. The Vendor shall not expressly or impliedly represent to any party that Vendor and University are partners or that Vendor is the agent or representative of the University for any purpose or in any manner whatsoever.

15. Failure to exercise or delay in exercising any right, power or remedy accruing to the University on any breach or default of Vendor shall not impair any such right, power or remedy, or be construed as a waiver of any such breach or default or of any other breach or default occurring.

16. All documents submitted as part of Vendor's offer are incorporated by this reference. This PO embodies the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written between the University and Vendor.

17. Tobacco Free Campus Policy: The University of West Florida is a tobacco-free campus. The use of cigarettes (electronic or traditional) or other tobacco products is prohibited in all UWF-owned buildings and outdoors on all UWF campus properties. The Vendor must fully comply with this tobacco free policy.

18. PUBLIC RECORDS PROVISIONS.

   a. To the extent that Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, and in addition to other contract requirements provided by law, the Vendor agrees that it is acting as a contractor on behalf of the University as provided under s. 119.0701(a) and as such it will comply with Florida's Public Records Law. Specifically, Vendor agrees that it will:

   i. Keep and maintain public records that ordinarily and necessarily would be required by the University in order to perform the services performed by the Vendor under the Contracts;
   ii. Provide the public with access to such public records on the same terms and conditions the University would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
   iii. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
   iv. Meet all requirements for retaining public records and transfer to the University, at no cost, all public records in possession of the Vendor upon termination of the Contracts and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the University in a format that is compatible with the information technology systems of the University.

   b. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:

   i. The Office of General Counsel: (850) 474-3420, gcfrontdesk@uwf.edu, Building 10, 11000 University Parkway, Pensacola, FL 32514.

5.31.2016