

Dear Supplier,

We are pleased to provide this letter to confirm the creditworthiness and financial stability of <u>Florida State College at Jacksonville</u> (FSCJ). As a reputable institution of higher education, we have a long-standing history of financial responsibility and reliability in our business dealings.

Florida State College at Jacksonville is a public institution funded by the State of Florida, ensuring a stable and consistent financial foundation. Our financial operations are subject to rigorous oversight and auditing processes, which further attest to our fiscal responsibility.

To support your request for credit terms, we are providing the following documentation:

- A completed and signed W-9 form.
- Our tax exemption certificate.
- Purchase order terms and conditions.
- Link to most recent financial statements can be viewing by clicking on the following link Florida State College at Jacksonville Annual Financial Report 2024

We look forward to doing business with your company. Lastly, should you require any additional information or documentation, please do not hesitate to contact our procurement department at purchasing@fscj.edu.

Thank you for your consideration.

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Sincerely,

Lindsey Thomas Controller

Florida State College at Jacksonville

Sincerely,

Randi Brokvist

Executive Director Purchasing

Florida State College at Jacksonville

Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befo	re you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, belo	N.						_			_			
Print or type. See Specific Instructions on page 3.	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)													
	Florida State College at Jacksonville													
	2 Business name/disregarded entity name, if different from above.													
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check							4 Exemptions (codes apply only to						
	only one of the following seven boxes.						certain entities, not individuals;							
	☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate						see instructions on page 3):							
	LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)							Exempt payee code (if any)						
	Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.							Exemption from Foreign Account Tax Compliance Act (FATCA) reporting						
	✓ Other (see instructions) Educational Institution						code (if any)							
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions						(Applies to accounts maintained outside the United States.)							
	5 Address (number, street, and apt. or suite no.). See instructions.	Reques	ter's	ter's name and address (optional)										
•	01 West State Street													
	6 City, state, and ZIP code													
	Jacksonville, FL 32202													
	7 List account number(s) here (optional)													
100														
Par	Taxpayer Identification Number (TIN)													
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to			Social security number											
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.					1.			_						
								2.22						
				or										
Note:	If the account is in more than one name, see the instructions for line 1. See also What Name						identification number							
Numb	er To Give the Requester for guidelines on whose number to enter.	aria	5	9	- 1	1	1 4	9	3 1	7				
Part	II Certification					1					_			
Under	penalties of perjury, I certify that:										_			
1. The	number shown on this form is my correct taxpayer identification number (or I am waiting fo	a numb	er to	be i	ssued	to n	ne): ar	ıd						
2. I am	inot subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have n	ot b	een	notifie	d bv	the Ir	terr	al Rev	enue				
Ser no le	rice (IRS) that I am subject to backup withholding as a result of a failure to report all interest onger subject to backup withholding; and	or divide	nds,	, or (c) the I	RS	has no	tifie	d me t	nat I an	n			
	a U.S. citizen or other U.S. person (defined below); and													
	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporti													
oecaus acquisi	cation instructions. You must cross out item 2 above if you have been notified by the IRS that be you have failed to report all interest and dividends on your tax return. For real estate transact tion or abandonment of secured property, cancellation of debt, contributions to an individual research and dividual secured property.	ons, item tirement a	2 do	oes n naem	ot app ent (IR	ly. F A). a	or mo	rtga enera	ge inter	est pai	d,			
	nan interest and dividends, you are not required to sign the certification, but you must provide y	our corre	ct TI	N. Se	e the	nstr	ruction	s foi	Part II,	later.	_			
Sign Here	Signature of U.S. person Oxidoy Cl 17	Date 3	2	5/	206	24					_			
General Instructions New line 3b has been added to this form. A flow-through entity is														

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Consumer's Certificate of Exemption

DR-14 R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8012556864C-6 09/30/2023 09/30/2028 SCHOOL-COLLEGE-UNIV

Certificate Number Effective Date Exemption Category

This certifies that

FLORIDA STATE COLLEGE AT JACKSONVILLE 501 STATE ST W JACKSONVILLE FL 32202-4030

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14 R. 01/18

- You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
- 2. Your Consumer's Certificate of Exemption is to be used solely by your organization for your organization's customary nonprofit activities.
- 3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
- 4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
- 5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
- 6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



Florida State College at Jacksonville PURCHASE ORDER TERMS & CONDITIONS

- 1. Any change to these Terms and Conditions requires the written authorization of the Purchasing Department.
- 2. C.O.D. or Freight Collect Shipments will not be accepted.
- 3. All shipments are F.O.B. DESTINATION unless otherwise specified. Where F.O.B. Shipping Point has been negotiated, the shipper must prepay and add to the invoice.
- 4. Purchase Order Number must be clearly shown on the shipping label and all paperwork, including Bill of Lading, Packing Slip and Invoice.
- 5. Shipment must be properly packaged. An inspection of delivery will be made at the delivery point unless otherwise specified.
- 6. Billing Instructions are at the top right on Purchase Order and must be followed explicitly to insure proper and prompt payment. Payment may be made up to and within 40 days receipt of items/invoice by the College after the items have been received, inspected, and found to comply with the specifications, are free of damage or defect, and have been properly invoiced. Discounts will be offered if payment is made within the discount period. All invoices shall bear the College purchase order number. Late payments may accrue a separate interest penalty (established pursuant to Section 55.03(1), Florida Statutes) on the unpaid balance payable only upon written request to FSCJ. Interest or late payment penalties of less than one (1) dollar will not be enforced.
- 7. Do not exceed specified quantities unless a variation of quantity is specified.
- 8. Delivered goods shall comply with all Federal, State, and Local laws relative thereto. The supplier shall defend actions or claims brought and save harmless the College from loss and cost of damage by reason of supplier negligence or actual/ alleged infringement of letters of patent.
- 9. FSCJ reserves the right to reject any shipment that does not meet the terms, conditions and specifications as stated. Rejected shipments will be returned to supplier at supplier's expense.
- 10. TOXIC SUBSTANCES must be shipped with MATERIAL SAFETY DATA SHEETS (SDS), in compliance with Chapter 442, Florida Statutes.
- 11. Failure to make delivery by or before the required delivery date stated on the Purchase Order shall constitute cause for cancellation of the order, or any part thereof, without further liability to FSCJ or without prejudice to FSCJ rights. The supplier's failure to adhere to any term or condition of this order may result in cancellation within 48 hours' notice. Supplier agrees that



FSCJ may return part or all of any shipment made and may charge the supplier for loss or expense sustained as a result thereof.

- 12. When a formal contract has been entered into by FSCJ and Supplier, 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 of any conflict or inconsistency between this Purchase Order and a formal contract and/or an invitation to bid/request for proposal, the order of priority of controlling terms shall be: (i) formal contract; (ii) invitation to bid/request for proposal; (iii) this Purchase Order.
- 13. This Purchase Order is not transferable or assignable by the Supplier to third parties, unless preapproved by FSCJ in writing.
- 14. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply contract with public entity for the construction or repair of a public building or public work; may not submit a bid, proposals, or replies on leases of real property of public entity; may not be awarded or perform work as 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 threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (i.e. \$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
- 15. TAXES: Florida State College at Jacksonville is exempt and does not pay Federal Excise, Florida Sales Taxes on direct purchases of tangible personal property. Exemption numbers will be cited on the face of the purchase order. The College is exempt from paying 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.
- 16. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate delivery of a technical equivalent alteration of the material, quality, workmanship or performance of the items defined in this PO prior to their delivery, it shall be the responsibility of supplier to promptly notify the College indicating in a letter the specific regulation which requires the alteration. The College reserves the right to accept any proposed equivalent including any price adjustments occasioned thereby, or to cancel the purchase order at no expense to the College.
- 17. SOVEREIGN IMMUNITY: The parties hereto acknowledge and agree that Florida State College at Jacksonville 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 there with, shall at all times be subject to any and all 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.



- 18. SAFETY REQUIREMENTS: Supplier agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Material Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.
- 19. NONCONFORMANCE: Items may be tested for compliance with specifications. Items delivered and not conforming to specifications may be rejected and returned at the supplier's expense.
- 20. ASSIGNMENT: Any monies which may become due there under this Purchase Order are not assignable except with the prior written approval of the College.
- 21. INSURANCE AND INDEMNIFICATION: Supplier 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 Supplier, its agents, employees or representatives, or arising from any Supplier-furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the College. Supplier shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the College. Buyer shall, at the request of the Buyer, supply certificates evidencing such coverage.
- 22. Pursuant to Florida law and notwithstanding anything to the contrary in this purchase order, as a Political Subdivision of the State Florida, College, will not indemnify Supplier unless otherwise agreed to in writing prior.
- 23. FORCE MAJEURE: Neither party shall not be held liable for failure of or delay in performing its obligations under this purchase order if such failure or delay is the result of events not under the control of the parties, to include, but not limited to, an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay of performance.
- 24. The parties acknowledge that as a political subdivision of Florida, College is subject to Chapter 119, Florida Statutes ("Florida's Public Records Act"). As such, the purchase order, bill(s) of lading and invoice(s) may be considered a "public record". Any disclosure of documents resulting from this purchase order or any other information pursuant to a public records request shall not be considered a breach of any confidentiality obligations.
- 25. The College is a self-insured, sovereign entity of the State of Florida, and its self-insurance limitations are provided by law.



- 26. This purchase order shall be governed by and interpreted in accordance with the Laws of the United States of America, State of Florida, exclusive of its provisions regarding conflicts or choice of laws. Except however, as a public entity created under the constitution and laws the State of Florida, recipient's legal actions, responsibilities, rights and obligations are governed by Florida law which cannot be waived. Those laws shall apply as applicable.
- 27. Pursuant to State of Florida Executive Order No. 11-116, if the supplier is headquartered in the US, the Supplier shall utilize the U.S. Department of Homeland Security's E-Verify system https://www.e-verify.gov/ to verify the employment of all new employees and independent suppliers hired by the Supplier.
- 28. Secure Networks Act-Section 2(a) of the Secure and Trusted Communications Networks Act of 2019, Pub. L. No. 116-124, 133 Stat. 158 (2020) (codified as amended at 47 U.S.C. §§ 1601–1609)--List of Equipment and Services Covered by Section 2 of the Secure Networks Act. The following link provides the listing of companies determined to pose an unacceptable risk to the national security of the United States or the security and safety of United States persons. https://www.fcc.gov/supplychain/coveredlist
- 29. Florida State College at Jacksonville does not discriminate against any person on the basis of race, disability, color, ethnicity, national origin, religion, gender, age, sex, sexual orientation/expression, marital status, veteran status, pregnancy or genetic information in its programs or activities. Inquiries regarding the non-discrimination policies may be directed to the College's Equity Officer, 501 West State Street, Jacksonville, Florida 32202 | (904) 632-3221 | equityofficer@fscj.edu.

30. HUMAN TRAFFICKING ATTESTATION REQUIREMENT

As a supplier to Florida State College at Jacksonville (FSCJ), you are required to complete and submit a Human Trafficking Attestation. If your company has not yet submitted the attestation, it must be submitted to the FSCJ Purchasing Department at purchasing@fscj.edu prior to the commencement of any work or delivery of goods.

By submitting this attestation, you affirm that you are in compliance with all applicable laws and regulations regarding human trafficking and that you have implemented procedures to prevent human trafficking within your operations and supply chain.

Failure to submit the required attestation may result in the delay or cancellation of your purchase order. Here is a link to the attestation. <u>Human Trafficking Attestation</u>