

## TERMS AND CONDITIONS

**ASSIGNMENT:** This purchase order shall not be transferred or assigned to any other vendor, contractor, bank, lending institution or to any representative or individual without the District's consent which consent may be withheld for any reason.

**MODIFICATIONS:** No modification of this purchase order shall be binding unless the modification is approved in writing by representatives of both parties authorized to modify the purchase order.

**EXCUSABLE DELAYS:** The District may at its option, grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the District and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the order.

**DEFAULT:** In the event of default by the Vendor, the District may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess costs occasioned thereby. The following shall be considered a default:

(1) Failure to make complete deliveries within the promised time. (2) Unauthorized substitution or delivery of goods deemed by the District to be inferior. (3) Inability of the Vendor to fulfill the terms and conditions of this order.

**TERMINATION FOR DEFAULT:** The District reserves the right to terminate this order in whole or in part for default if (a) the Vendor fails to perform in accordance with any of the requirements of this order, or if (b) the Vendor becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against the Vendor under any State or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. Any such termination will be without liability to the District except for completed items delivered and accepted by the District. The Vendor will be liable for excess costs of re-procurement.

**TERMINATION FOR CONVENIENCE/WITHOUT CAUSE:** The District reserves the right to terminate this order in whole or in part, at any time and for any reason. If purchase order should be terminated for convenience, the District will be relieved of all obligations under this order. The District will only be required to pay to the Vendor that amount of the order actually performed to the date of termination or goods received to the date of termination.

**SHIPPING TERMS:** Unless otherwise specified, all shipments shall be F.O.B. Destination, Freight Pre-paid. Orders must be delivered to the "ship to" address as stated on the purchase order. Any deviations (without prior approval from the Purchasing department) will constitute a refusal of shipment. Such refusal, requiring redistribution, reshipment and/or storage charges, will be borne by the vendor. The School Board of St. Lucie County will not be responsible for any lost shipments caused by improper shipment.

**PAYMENT TERMS:** By accepting this order, the Vendor agrees that payment terms shall be as set forth in accordance with the State of Florida Prompt Payment Act.

**INVOICING:** Except as otherwise stated in this order, Vendor must render original invoice to the School District of St. Lucie County Accounting Department, 9461 Brandy Wine Lane, Port St Lucie, FL 34986 or send invoice electronically to [accounts.payable@stlucieschools.org](mailto:accounts.payable@stlucieschools.org) Purchase Order number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

**TAXES:** The District is exempt from Federal and State Taxes, both excise and sales and use, and any other like taxes. Vendors doing business with the District shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with District, nor shall any Vendor be authorized to use the District's tax exemption number in securing such materials.

**CONTRACT TERMS:** If this purchase order is a result of a competitive solicitation award, all conditions, provisions and specifications of the solicitation shall become a part of and are incorporated into this purchase order.

**INTERPRETATION: VENUE.** This purchase order shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this purchase order, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

**DELIVERIES:** Deliveries are to be made to the indicated ship to address between the hours of 9:00 A.M. and 3:00 P.M. Monday through Friday, excluding holidays, unless otherwise stipulated. Vendor shall notify the receiving site of deliveries which require special handling or assistance for off-loading. Failure to give notice will result in the Vendor being billed for any add-on, redelivery, storage, or handling charges.

**INSPECTION:** All materials or goods will be received "subject to inspection and acceptance". Materials or goods found defective or not in accordance with District's instructions, specifications, drawings, or other data, will remain the property of the Vendor. The District will cancel the purchase order and the materials or goods will be returned at the Vendor's expense. The receipt of or payment for materials and goods shall not be deemed as an acceptance thereof.

**QUANTITIES:** Quantities specified in the order cannot be changed without prior written approval of the District. Goods shipped in excess of the quantity designated may be returned at the Vendor's expense. Packing list must be included in each shipment. If no packing list accompanies the shipment, the District's count will be accepted.

**PAYMENT CHANGES:** Payments will be made only to the company and address as set forth on the order unless the Vendor has requested a change thereto on official company letterhead signed by an authorized officer of the company.

**ANTI-DISCRIMINATION:** Vendors doing business with the District are prohibited from discriminating against any employee, applicant, or client because of age, ancestry, citizenship status, color, disability, ethnicity, genetic information, gender, gender expression, gender identity, marital status, medical condition, national origin, political beliefs, pregnancy, race, religion, religious beliefs, sex, sexual orientation, or veteran status with regard to, but not limited to, the following: employment practices, rates of pay or other compensation methods, and training selection.

**LIABILITY - COPYRIGHT/PATENT/TRADEMARK:** Vendor shall save and hold harmless the District, its employees and agents from liability for infringement of any United States patent trademark, or copyright for, or on account of, the use of any product sold to the District or used in

the performance of this order.

**INDEMNIFICATION:** Vendor agrees to indemnify, save, and hold harmless the District, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Vendor, or its employees, agents, subcontractors, or assignees arising out of the services provided under this Purchase Order.

**INSURANCE:** Seller agrees to maintain insurance in accordance with the insurance standards established by the District's Risk Management Coordinator.

**WARRANTY:** Vendor warrants and represents to District that each item of goods provided pursuant to this purchase order shall: (a) strictly conform to the requirements of this purchase order, (b) be free from defects in workmanship, materials and design, (c) be merchantable, (d) be fit for its intended use, and (e) be new. Unless otherwise stated in the purchase order, no surplus, rebuilt, reconditioned, or used goods shall be provided. Vendor warrants that any services shall: (a) be performed in a good and competent manner in accordance with professional industry standards (with the level of skill, knowledge and judgment required or reasonably expected of providers of comparable services), (b) meet the terms of this purchase order, and (c) be free from defects. This warranty for quality of services shall be effective for two (2) years after acceptance of all work unless specified otherwise in a bid/proposal award.

**MATERIAL SAFETY DATA SHEET:** The Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to: School District of St Lucie County, Facilities Inspector, 327 N.W. Commerce Park Dr., Port St. Lucie, Florida 34986.

**PUBLICITY:** Use by the District of products or services shall, in no way, constitute an endorsement and the District's name will not be used by the Vendor in any way, manner, or form in product literature or advertising.

**JESSICA LUNSFORD ACT:** Vendors who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds shall comply with Section 1012.465, Florida Statutes. Vendor's failure to comply with this requirement will constitute a breach of contract.

**LEGAL COMPLIANCE:** The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Buy American, Energy Policy and Conservation, Federal Hazardous Substances Labeling Act, Byrd Anti-lobbying, Federal Flammable Fabrics Act, Clean Air & Water Pollution Acts, Copeland Anti-Kickback, Davis Bacon Act and any applicable environmental regulations. USDA purchase requirements also include 2 CFR 200.318(d), 7 CFR 3016.36(b)(4) and 2 CFR 200.321.

**E-Verify:** Section 448.095, F.S., requires the Contractor to use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

**PUBLIC RECORDS:** The Vendor shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Chapter 119, Florida Statutes, and made or received by the District in conjunction with this purchase order. If the Vendor meets the definition of "Contractor" as set forth in Section 119.0701, Florida Statutes, the Vendor shall also:

- Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service;
- Provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and upon termination of the purchase order transfer to the District, at no cost, all public records in possession of the Vendor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the District's information technology systems.

**If Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to the purchase order, contact the custodian of public records at (772) 429-5546, 9461 Brandywine Lane, Port St. Lucie, FL 34986, or [pr@stlucieschools.org](mailto:pr@stlucieschools.org).**

**INDEPENDENT CONTRACTOR.** The vendor is an independent contractor and is not an employee or agent of the District. Nothing in this purchase order shall be interpreted to establish any relationship other than that of an independent contractor between the District, on the one hand, and the Vendor and the Vendor's employees, agents, or subcontractors, on the other, during or after the performance of this purchase order. The Vendor shall take the whole responsibility and shall bear all losses resulting to the Vendor on account of errors or omissions.

**ENTIRE AGREEMENT.** This purchase order constitutes the entire agreement between the parties with respect to the subject matter of this purchase order and supersedes all prior oral or written agreements between the parties.