

## TERMS AND CONDITIONS

**ASSIGNMENT:** Purchase orders issued by the School Board of St. Lucie County, Florida are not transferable and cannot be assigned to any other vendor, contractor, bank, lending institution or to any representative or individual. If your company cannot supply the material or service, nor honor the contract, return the purchase order with a letter of explanation to the Purchasing Department, 9461 Brandywine Lane, Port St Lucie, FL 34986.

**MODIFICATIONS:** No modifications of this order shall be binding upon the District unless approved in writing by an authorized representative of the School District of St. Lucie County Purchasing Department.

**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 order.

**LEGAL VENUE:** The legal venue for any action arising out of this order shall lie in the Nineteenth Judicial Circuit for St. Lucie County, Florida.

**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, 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.