

## Purchase Order Terms & Conditions

## School Board of Leon County, Florida

The School Board (the Board) will not accept any additional or different terms proposed by Seller in acceptance or acknowledgement of this order. The inclusion of such terms by the Seller will be of no significance, such terms will not be conditions or additional terms of this order, and the Board's acceptance of Seller's goods shall not be deemed as acceptance of such terms. The terms or conditions from a relevant invitation to bid, request for proposal or formal quote are incorporated herein by this reference. Unless otherwise stated on the face of the purchase order, the following terms and conditions shall apply.

**1. Terms of payment:** Normal terms of payment shall be "Net 30 Days" after receipt of goods or completion of services and vendors invoice. Alternative terms of payment may be considered when in the best interest of the Board.

**2. Invoicing:** Itemized invoices, each bearing the purchase order number must be mailed on day of shipment. Invoices subject to cash discount should be mailed on the day they are dated. If they are not, discount period will begin on the day bills are received by the Board's Finance Department.

**3. Packing and shipping:** An itemized list of contents must be placed in each package bearing the purchase order number. No charges will be allowed by the Board for cartage or packing unless agreed upon beforehand in writing. All expenses incurred by Seller's failure to furnish necessary shipping documents shall be charged to the Seller.

**4. Laws and Regulations:** Seller shall comply with all applicable Federal, State and Local laws, statutes and ordinances surrounding the provision of goods and/or services to include, but not limited to, regulations and standards of the Occupational Safety and Health Act of 1970, and the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these acts. Seller agrees, in connection with performance of this order, not to discriminate against any employer or applicant for employment because of race, sex, religion, color, age or national origin, disability or marital status.

**5. Public Entity Crimes:** In compliance with Section 287.133 Florida Statutes, the Board is prohibited from transacting any business with a vendor, which has been convicted of a "public entity crime" or appear on the convicted vendors list as published by the State of Florida, Department of Management Services.

**6. Patents:** Seller agrees to indemnify and save harmless the Board, its officers, employees, agents or representatives using the goods or services specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters patent, by reason of the buying, selling or using the goods supplied under this order, and will assume the defense of any and all suits and will pay all costs and expenses incidental thereto.

**7. Conflict of Interest:** The purchase hereunder is subject to the provisions of Chapter 112 Florida Statutes. All sellers must disclose the name of any director or agent who is an employee of the Board.

**8. Insurance and Indemnification:** Seller agrees to indemnify and save harmless the Board, its officers, 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 Seller, its agents, employees or representatives, or arising from any Seller furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Board. Seller shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Board. Seller at the request of the Board shall supply certificates evidencing such coverage. The school Board agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and

agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to Section 768.28, Florida Statutes.

**9. Risk of Loss:** Seller assumes the following risks: (a) all risks of loss or damage to all goods, work in process, materials and other things until the delivery thereof as herein provided; (b) all risks of loss or damage to third persons and their property until the delivery of all goods as herein provided; (c) all risks of loss or damage to any property received by Seller from or held by Seller or its supplier for the account of the Board, until such property has been delivered to the Board; (d) all risks of loss or damage to any of the goods or part thereof rejected by the Board, from the time of shipment thereof to Seller until redelivery thereof to the Board.

**10. Inspection and Testing:** The Board shall have the right to expedite, inspect and test any of the goods or services covered by this purchase order prior to payment. If rejected, they will be held for disposal at Seller's risk. Such inspection, or the waiver thereof, however, shall not relieve the Seller from full responsibility for furnishing goods and work conforming to the requirements of the order, not prejudice any claim, right or privilege the Board may have because of the use of defective or unsatisfactory goods or services.

**11. Termination for Default:** The Board may terminate all or any part of this purchase order by giving notice of default to Seller, if Seller; (a) refuses or fails to deliver the goods within the time specified; (b) fail to comply with any of the provisions of this order, or (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy insolvency or the relief of debtors. In the event of a termination for default, the Board's liability shall be limited to the payment for only goods or services delivered and accepted by the Board. Seller shall not assign or subcontract any portion of this purchase order without the prior written approval of the Board.

**12. Termination for Convenience:** The Board may cancel this purchase order at any time for its convenience, in whole or in part, in which event the Board's sole obligation shall be to reimburse Seller for those goods or services actually shipped and accepted by the Board up to the date of termination and costs incurred by Seller for unfinished goods, which are specifically manufactured for the Board and which are not standard products of the Seller, as of the date of termination. In no event shall the Board be responsible for loss of anticipated profit nor shall reimbursement exceed the order value.

**13. Warranty:** All goods furnished by Seller for any service or installation relating thereto pursuant to this order shall be warranted to be of the best quality of their intended purposes. In the event of breach, the Seller shall take all necessary actions, at Seller's expense, to correct such breach in the most expeditious manner possible. This warranty shall also inure to the benefit of the user of the goods.

**14. Criminal Background Checks:** The following provisions which implement the requirements of Board policy 8475, FS 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are referenced and included herein. In the event that this purchase order results in the deployment of personnel, whether they are a direct employee of the contractor or a subcontractor, to Leon County Sites, it is the responsibility of the contractor to follow the requirements of this policy.