



Purchase Order Terms & Conditions

(rev. 07.2021)

Upon issuance of a purchase order (PO), the following terms and conditions apply to all purchases made or processed by the Leon County School Board (Board) under that PO.

For good and valuable consideration, received and acknowledged as sufficient, the Contractor and the Board agree to the following terms and conditions, in addition to any specific language noted or attached to this PO. Where these terms and conditions may conflict with those provided by the Contractor, these terms and conditions shall supersede and any conflicting terms are expressly rejected. The Board will not accept any additional or different terms proposed by the Contractor in acceptance or acknowledgment of this PO. The terms or conditions from a noted competitive solicitation, Board contract, or formal quote are incorporated herein by reference.

1. Laws and Regulations: The Contractor shall comply with all applicable Federal, State, and Local laws, statutes, and ordinances surrounding the provision of goods and services to include, but not limited to, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, the Americans with Disabilities Act (ADA), the Health Insurance Portability and Accountability Act (HIPAA), and the rules and regulations promulgated under these acts. The Contractor agrees, in connection with the performance of this PO, not to discriminate against any employer or applicant for employment because of race, sex, religion, color, age, national origin, disability, marital or veteran's status.

2. Venue and Jurisdiction: The laws of the State of Florida shall govern any dispute arising from the transactions in this PO and the venue for any related legal actions shall be Leon County, Florida.

3. Appropriation: The Board's performance and obligations to pay for the goods and services provided under this PO are contingent upon available appropriation.

4. Contractor Relationship: The Contractor is an independent contractor for all purposes hereof. This PO does not create an employee/employer relationship between any of the parties. The parties intend that the Board and the Contractor are independent business entities under this PO and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act,

the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, and State unemployment insurance law.

5. Modification and Severability: This PO may only be modified by a change order agreed to by the Board and the Contractor. Should a court determine any provision of this PO is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the PO did not contain the provision held to be invalid.

6. Performance Standards: The Contractor agrees to perform all tasks and provide all deliverables as specified in this PO, including attachments. The Contractor shall ensure they are providing routine status updates on goods and services being provided. If the Board determines that the performance of the Contractor is unsatisfactory, the Board will notify the Contractor and include the deficiencies that require correction and the timeframe for correction. The Contractor shall respond with a corrective action plan within 10 business days. If the deficiency is not corrected, the Board may terminate this PO for non-performance.

7. Shipping and Delivery: A complete itemized packing list of contents shall be included in each package bearing the PO number. All purchases are F.O.B. Destination, transportation charges prepaid, and shall be delivered within 30 calendar days of PO issuance, unless expressly noted otherwise on this PO. All expenses incurred by the Contractor's failure to furnish necessary shipping documents shall be the responsibility of the Contractor. All deliveries shall be made Monday through Friday, 8:00 a.m. – 4:00 p.m.,



Purchase Order Terms & Conditions

(rev. 07.2021)

excluding legal holidays. Delivered items that do not conform to the specifications may be rejected and returned at the Contractor's expense. If delivery to the specified location cannot be made on or before the specified date, the Contractor shall notify the Board. The Board assumes no liability for any packages delivered to the wrong location.

8. Inspection and Testing: The Board shall have the right to expedite, inspect and test any of the goods or services provided under this PO before payment. If rejected, they will be held for disposal at the Contractor's risk. Such inspection, or the waiver thereof, however, shall not relieve the Contractor from the full responsibility of furnishing goods and work conforming to the requirements of this PO, and not prejudice any claim, right, or privilege the Board may have due to the use of defective or unsatisfactory goods or services.

9. Payment Terms: The Contractor will be paid upon submission of a properly certified invoice to the Board following delivery and acceptance of the contracted goods or services. The invoice(s) shall contain sufficient detail for audit purposes, including the PO number, Contractor's FEIN, and an itemized list of all goods and/or services. The Board intends to pay all properly submitted invoices on "Net 30 Days" terms, following the receipt of goods or completion of services.

10. Convicted and Discriminatory Vendor Lists: Per Section 287.133, F.S., and Board Policy PO6320, an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant with the Board.

11. E-Verify: As required by Section 448.095, F.S., every Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this PO and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide the Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with

an unauthorized alien. This affidavit will be made available to the Board upon request.

12. Conflict of Interest: The purchase hereunder is subject to the provisions of Chapter 112, F.S. The Contractor and any Subcontractors must disclose the name of any director or agent who is an employee of the Board. The Contractor shall not, in connection with this PO or any other agreement with the Board, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any Board officer or employee's decision, opinion, recommendation, vote, exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any Board officer or employee.

13. Insurance and Indemnification: The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance for the term of this PO. The Contractor accepts full responsibility in identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Board.

The Contractor agrees to indemnify, defend, and hold harmless the Board, its officers, agents, and employees from and against all fines, claims, assessments, suits, judgments, damages, and liabilities (including expenses) to the full extent allowed by the law. This includes court costs and attorney's fees arising out of any acts, actions, breeches, neglect, or omissions of the Contractor, its employees, and its agents, under this PO.

This PO does not constitute a waiver of sovereign immunity or consent by the Board to suit by third parties in any matter arising therefrom.

14. Property Rights: All patents, copyrights, and trademarks arising, developed, or created in the course of or as a result hereof are Board property, and nothing resulting from the Contractor's services or provided by the Board to the Contractor may be reproduced, distributed, licensed, sold, or otherwise transferred without prior written permission of the



Purchase Order Terms & Conditions

(rev. 07.2021)

Board. This clause does not apply to the Board's purchase of a license for the Contractor's intellectual property.

15. Subcontracts: The Contractor is fully responsible for all work performed under this PO. The Contractor may, upon receiving written consent from the Board's PO Contact, or designee, enter into a written subcontract(s) for the performance of certain functions under this PO. No subcontract shall relieve the Contractor of their responsibilities under this PO. All payments to the subcontractor(s) shall be made by the Contractor. It is understood and agreed that the Contractor is solely liable to any subcontractors and the Board shall not be liable to any subcontractor for expenses or liabilities incurred under the subcontract.

16. Assignment: The Contractor shall not sell, assign or transfer any of its rights, duties, or obligations under this PO without the prior written consent of the Board. In the event of any assignment, the Contractor remains secondarily liable for the performance of the PO, unless the Board expressly waives such secondary liability. The Board may assign the PO with prior written notice to the Contractor.

17. Termination for Default: The Board may terminate all or any part of this PO by giving notice of default to the Contractor if the Contractor (a) refuses or fails to deliver the goods within the time specified; (b) fails to comply with any of the provisions of this PO, 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.

18. Termination for Convenience: The Board may cancel this PO at any time for its convenience, in whole or in part, in which event the Board's sole obligation shall be to reimburse the Contractor for those goods or services shipped and accepted by the Board up to the date of termination, and costs incurred by the Contractor for unfinished goods, which are specifically manufactured for the Board

and which are not standard products of the Contractor, as of the date of termination. In no event shall the Board be responsible for the loss of anticipated profit nor shall reimbursement exceed the PO value.

19. Warranty: All goods furnished by the Contractor for any service or installation provided under this PO shall be warranted to the highest quality of its intended purpose(s). In the event of a breach, the Contractor shall take all necessary actions, at the Contractor'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.

20. Criminal Background Checks: The following provisions which implement the requirements of Board policy 8475, Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467, and 1012.468, Florida Statutes are referenced and included herein. If this PO results in the deployment of personnel, whether they are a direct employee of the Contractor or a subcontractor, to Leon County School sites, it is the responsibility of the Contractor to follow the requirements of the referenced laws and policies.

21. Scrutinized Companies Certification: By accepting this PO, the Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If this PO exceeds \$1,000,000 in total (not including renewal years), the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Contractor agrees the Board may immediately terminate the PO for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized



Purchase Order Terms & Conditions

(rev. 07.2021)

Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that accepts a contract or PO with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

22. Public Records: The Contractor agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the PO term and following completion of the PO if the Contractor does not transfer the records to the Board; and (d) upon completion of the PO, transfer, at no cost to the Board all public records in possession of the Contractor, or keep and maintain public records required by the Board to perform contractual obligations. If the Contractor transfers all public records to the Board upon completion of the PO, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the PO, then the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. Under Section 287.058(1)(c), F.S., the Board is allowed to unilaterally cancel the PO for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made, or received by, the Contractor in conjunction with the PO unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S.

If the Contractor has questions regarding the application Chapter 119,

Florida Statutes, in relation to the Contractor's duty to provide public records relating to this PO, the Contractor should contact the Board's custodian of public records at:

**Leon County Schools
ATTN: Public Records Custodian
520 South Appleyard Drive
Tallahassee, FL 32304
Telephone: (850) 487-7177
Email: jerniganj@leonschools.net**

23. Modifications: No oral modifications to this PO are acceptable. All modifications must be effectuated by issuance of a formal change order.

24. Precedence: The terms of this PO will supersede the terms of any and all agreements a Contractor has with the Board with respect to this purchase. Accordingly, in the event of any conflict, these terms and conditions govern and additional terms provided by the Contractor are expressly rejected unless otherwise stated by the Board. Formal change orders made to the original PO shall take precedence over the original PO, based on their date of issuance.