

## THE SCHOOL BOARD OF SEMINOLE COUNTY FLORIDA - PURCHASE ORDER TERMS & CONDITIONS

The School Board (Buyer) OBJECTS in advance to the inclusion of any additional terms proposed by Seller in its acceptance or acknowledgement of this order. The inclusion of such terms by the Seller will be of no significance, such terms will not be additional terms to this order, and Buyer's acceptance of Seller's goods or services shall not be deemed as acceptance of such terms. The terms or conditions from an underlying invitation to bid, proposal, or quote are incorporated herein by this reference. Unless otherwise stated on the face of this order, the following terms and conditions shall apply:

1. **TERMS OF PAYMENT:** The normal terms of payment will be "Net 30 Days" from receipt and acceptance of goods or services and Supplier's invoice. Alternative terms offering discounts for early payment shall be made at the discretion of the Buyer.
2. **INVOICING:** Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment.
3. **PACKING:** All shipments will include an itemized list of each package's content, and reference the Buyer's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon in writing by the Buyer prior to shipment.
4. **TRANSPORTATION AND TITLE:** (a) Title to the goods will pass to the Buyer upon receipt and acceptance at the destination or as indicated herein. Until acceptance, the Seller retains the sole insurable interest in the goods. (b) The shipper will prepay all transportation charges. The Buyer will not accept collect freight charges. (c) No premium carriers will be used for the Buyer's account without prior written consent of the Director of Purchasing & Distribution Services.
5. **RISK OF LOSS:** The Seller assumes the following risks: (a) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (b) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (c) all risks of loss or damage to any property received by the Seller or held by the Seller or its suppliers for the account of the Buyer, until such property has been delivered to the Buyer; (d) all risks of loss or damage to any of the goods or part thereof rejected by the Buyer, from the time of shipment thereof to Seller until redelivery thereof to the Buyer.
6. **INSURANCE AND INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Buyer, 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 are 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 Buyer. The Seller will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Buyer. The Seller will, at the request of the Buyer, supply certificates evidencing such coverage.
7. **INSPECTIONS AND TESTING:** The Buyer will have the right to expedite, inspect and test any of the goods or work covered by this Purchase Order prior to shipment. All goods or services are subject to the Buyer's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Seller's risk. Such inspection, or the waiver thereof, however, will not relieve the Seller from full responsibility for furnishing goods or work conforming to the requirements of this Order and will not prejudice any claim, right or privilege the Buyer may have because of the use of defective or unsatisfactory goods or work.
8. **LAWS AND REGULATIONS:** This Purchase Order and all extensions and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The venue for all proceedings will be the circuit courts of Seminole County Florida.
9. **PUBLIC ENTITY CRIMES:** In compliance to Section 287.133 Florida Statutes, a business, 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 on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
10. **PATENTS / COPYRIGHTS:** Seller agrees to indemnify and save harmless the Buyer, its officers, employees, agents, or representatives using the goods 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 of patent and/or copyright 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 thereto.
11. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Suppliers must disclose the name of any company owner, officer, director or agent who is an employee of the Buyer.
12. **STOP WORK ORDER:** The Buyer may at any time by written notice to the Seller to stop all or any part of the work for this order. Upon receiving such notice, the Seller will take all reasonable steps to minimize additional costs during the period of work stoppage. The Buyer may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Purchase Order terms and conditions.
13. **TERMINATION: DEFAULT:** The Buyer 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 or services within the time specified; (b) fails to comply with any of the provisions of this Order or so fails to make progress as to endanger performances, hereunder, or; (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the Buyer's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE:** The Buyer may terminate for its convenience at any time, in whole or in part any Purchase Order. In the event of termination for convenience, the Buyer's sole obligations will be to reimburse Seller for (a) those goods or services actually shipped/performed and accepted up to the date of termination, and (b) costs incurred by seller for unfinished goods, which are specifically manufactured for the Buyer and which are not standard products of the Seller, as of the date of termination, and a reasonable profit thereon. In no event is the Buyer responsible for neither loss of anticipated profit nor will reimbursement exceed the order value.
14. **WARRANTY:** All goods and services furnished by the Seller, relating to and pursuant to this Order will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Seller will take all necessary action, at Seller's expense to correct such breach in the most expeditious manner possible.
15. **BACKGROUND CHECK:** All persons who are permitted access on school grounds when students are present or who have direct contact with students shall comply with the requirements set forth in Section 1012.32, 1012.465, & 1012.467 Florida Statutes. Where applicable, access to the Board's property may be granted to Seller's employees only after being appropriately cleared by the School Board. All persons with access to or control of school funds shall comply with the requirements of Section 1012.465 Florida Statutes. All costs associated for clearance of Seller's personnel shall be included in the pricing of this Purchase Order.
16. **FEDERAL GRANTS TERMS AND CONDITIONS:** The terms and conditions found on the Purchasing and Distribution's website: <https://www.scps.k12.fl.us/district/departments/purchasing/> shall apply for this order if federal funds are utilized and the contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the purchase. By fulfilling this order, Contractor agrees with these requirements.

(Rev. 12/3/18)