

**THE SCHOOL BOARD OF CHARLOTTE COUNTY FLORIDA
PURCHASE ORDER TERMS & CONDITIONS**

The School Board acting through its Purchasing Department ("Buyer") OBJECTS in advance to the inclusion of any additional terms proposed by Vendor in its acceptance or acknowledgement of any Purchase Order ("Order"). The Purchase Order and its terms represent the entire agreement. The inclusion of any additional terms by the Vendor are rejected by Buyer and are unenforceable. Such terms will not be additional terms to any Purchase Order, and Buyer's acceptance of Vendor's goods shall not be deemed as acceptance of such terms. The terms or conditions from an underlying invitation to bid, proposal, or quote ("the Specifications") are incorporated herein by reference. Unless otherwise stated on the face of the Purchase Order, the following terms and conditions shall apply:

1. **TERMS OF PAYMENT:** The Payment date will be determined from receipt and acceptance of goods or services and Buyer's receipt of Vendor's proper invoice. Alternative terms offering discounts for early payment or bids accepted on an electronic bid service shall be made at the discretion of the Buyer. Any interest charged to the Buyer shall not exceed the amount specified in Section 55.03, Florida Statutes.
2. **INVOICING:** Itemized invoices shall specify the Purchase Order Number and be mailed to billing address on the Purchase Order 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 such charged are part of the Specifications and are agreed to 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 in the Specifications. (b) The Vendor 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 Buyer.
5. **RISK OF LOSS:** The Vendor assumes the following risks: (a) all risk of loss or damage to all goods, work in process, materials and equipment until delivery as herein provided; (b) all risk of loss or damage to third persons and their property until delivery as herein provided; (c) all risk of loss or damage to any property received by the Vendor or held by the Vendor or its suppliers for the account of the Buyer, until such property has been delivered to the Buyer; (d) all risk of loss or damage to any of the goods or part thereof rejected by the Buyer, from the time of shipment thereof to Vendor until redelivery thereof to the Buyer.
6. **INSURANCE AND INDEMNIFICATION:** The Vendor agrees to indemnify and save harmless the Buyer, its officers, agents and employees from and against any and all claims and liabilities (including attorney's fees) for personal injury or damage to any property which may result, in whole or in part, from any act or omission on the part of the Vendor, its agents, employees, or representatives, arising from any goods or services provided by Vendor, except to the extent that such damage is due solely and directly to the negligence of the Buyer. The Vendor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Buyer. The Vendor 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 Vendor's risk. Such inspection, or the waiver thereof, however, will not relieve the Vendor from full responsibility for furnishing goods or work conforming to the requirements of this Purchase 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 VENUE:** 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 pursuant to the laws of the State of Florida. The venue for all proceedings will be Charlotte County, Florida.
9. **PUBLIC ENTITY CRIMES:** Pursuant to Section 287.133, Florida Statutes, a business, person or affiliate which has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
10. **PATENTS / COPYRIGHTS:** Vendor 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 or copyright by reason of the use of the goods supplied under this Purchase Order, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
11. **CONFLICT OF INTEREST:** The issuance of Purchase Orders by Buyer is subject to the provisions of Chapter 112, Florida Statutes. All Vendors 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 Vendor to stop all or any part of the work for this Purchase Order. Upon receiving such notice, the Vendor 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 or the price, or terminate the work in accordance with the provisions of the Purchase Order terms and conditions.

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13. **TERMINATION: DEFAULT:** The Buyer may terminate all or any part of a Purchase Order by giving notice to Vendor, if Vendor: (a) refuses or fails to deliver the goods or services within the time specified; (b) fails to comply with any of the provisions of the Purchase Order, or; (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief from creditors. 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 Vendor for (a) those goods or services actually shipped/performed and accepted up to the date of termination, and (b) reasonable costs incurred by Vendor for unfinished goods, which are specifically manufactured for the Buyer and which are not standard products of the Vendor, as of the date of termination. In no event is the Buyer responsible for loss of anticipated profit and no reimbursement shall exceed the Purchase Order value.

14. **WARRANTY:** All goods and services furnished by the Vendor relating to and pursuant to a Purchase Order will be warranted to meet or exceed the Specifications and/or manufacturer's warranty contained herein. In the event of breach, the Vendor will take all necessary action, at Vendor's expense, to correct such breach in the most expeditious manner possible.

15. **BACKGROUND CHECK.** All persons who will be placed in direct contact with students may be subject to the requirements set forth in Sections 1012.32, 1012.465 & 1012.467, Florida Statutes. Where applicable, access to School Board property may be granted to Vendor employees only after appropriately cleared by the School Board. All costs associated for clearance of Vendor's personnel shall be borne by Vendor and included in the pricing on the Purchase Order.

16. **ASSIGNMENT.** The Vendor shall not assign any Purchase Order to another party without the written consent of the Buyer.

17. **TAX.** The Buyer is tax exempt from State sales tax for purchases and leases when payment is made directly to Vendor. (State of Florida Consumer's Certificate of Exemption 85-8012621774C-3.)

18. **RECORD ACCESS.** The Vendor shall maintain records and, upon request by Buyer, make them available for viewing three years from last action associated with this Purchase Order.

19. **CHANGE.** Any change by Vendor must be approved in writing by Buyer.

20. **PRICE.** Vendor warrants that the prices for any articles sold Buyer are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. In the event Vendor reduces its price for such article during the term of this Purchase Order, Vendor agrees to reduce the prices correspondingly. If the price is not stated on the Purchase Order, the price shall be the lower of: the later price last quoted or paid, or the prevailing market price.

21. **SET-OFF.** All claims for money due or to become due from Buyer shall be subject to deduction or set-off by the Buyer by reason of any counterclaim arising out of this or any other transaction with Vendor.

22. **NO WAIVER.** Buyer's failure to insist on performance of any of the terms or conditions or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not waive any other terms, conditions, or privileges, whether of the same or similar type.

23. **SEVERABILITY.** If any provision hereof shall be found to be inoperable or in violation of any law or regulation, only that provision shall be stricken from this Purchase Order and the remainder of the Purchase Order shall not be affected.

24. **PUBLIC RECORD ACCESS:** Buyer is subject to the provisions of Chapter 119, Florida Statutes. (The Florida Public Records Act.)