

PURCHASE ORDER TERMS AND CONDITIONS FOR THE SCHOOL DISTRICT AND SCHOOL BOARD OF ESCAMBIA COUNTY, FL

The School District and School Board ("Buyer", "ECSD", "ECSB") OBJECTS in advance to the inclusion of any additional or different terms proposed by Vendor (or "Contractor", "Reseller", "Participant") in his acceptance or acknowledgement of this order. The inclusion of such terms by the Vendor will be of no significance, such terms will not be conditions or additional terms to this order, and Buyer's acceptance of Vendor's goods shall not be deemed as acceptance of such terms. The terms or conditions from a relevant 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:** Normal terms of payment shall be "Net 30 Days" from receipt of goods and vendors invoice in duplicate. Alternative terms of payment may be considered when in the best interest of the School District.
2. **Invoicing:** Itemized invoices in duplicate, each bearing the Purchase Order Number must be mailed on day of shipment. If the School District is responsible for transportation costs, a bill of lading or express receipt must be attached to your invoice. Show our order number immediately following our name. 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 Buyer's Purchasing 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 Buyer for cartage or packing unless agreed upon beforehand in writing. All expenses incurred by Vendor's failure to furnish necessary shipping documents shall be charged to the Vendor.
4. **Laws and Regulations:** Vendor shall comply with all applicable Federal, State and Local laws, statutes and ordinances including, but in no way limited to rules, 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. Vendor 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:** All Vendors entering into an agreement with the School District for an amount exceeding the Department of Management Services threshold for Category Two will comply with Section 287.133 Florida Statutes prior to transacting any business. The School District is prohibited in transacting any business with Vendors which have 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:** 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 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 Vendors must disclose the name of any director or agent who is an employee of the School District.
8. **Insurance and Indemnification:** Vendor 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 Vendor, its agents, employees or representatives, or arising from any Vendor furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Buyer. Vendor shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Buyer. Vendor shall at the request of the Buyer, supply certificates evidencing such coverage.
9. **Risk of Loss:** Vendor 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 the goods as herein provided; (c) all risks of loss or damage to any property received by Vendor from or held by Vendor or its supplier for the account of Buyer, until such property has been delivered to Buyer; (d) all risks of loss or damage to any of the goods or part thereof rejected by Buyer, from the time of shipment thereof to Vendor until redelivery thereof to Buyer.
10. **Inspections and Testing:** Buyer shall have the right to expedite, inspect and test any of the goods or work covered by this purchase order prior to shipment. All goods are also subject to Buyer's inspection and approval on arrival. If rejected, they will be held for disposal at Vendor's risk. Such inspection, or the waiver thereof, however, shall not relieve the Vendor from full responsibility for furnishing goods and work conforming to the requirements of the order, not prejudice any claim, right or privilege the Buyer may have because of the use of defective or unsatisfactory goods or work.
11. **Termination for Default:** Buyer may terminate all or any part of this purchase order by giving notice of default to Vendor, if Vendor; (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 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 the relief of debtors. In the event of a termination for default, Buyer's liability shall be limited to the payment for goods

delivered and accepted by Buyer under this order.

12. **Termination for Convenience:** Buyer may terminate this purchase order at any time for its convenience, in whole or in part, in which event, Buyer's sole obligations shall be to reimburse Vendor for (a) those goods actually shipped and accepted by Buyer up to the date of termination, and (b) costs incurred by Vendor for unfinished goods, which are specifically manufactured for Buyer and which are not standard products of the Vendor, as of the date of termination, plus a reasonable profit thereon. In no event shall buyer be responsible for loss of anticipated profit nor shall reimbursement exceed the order value.
13. **Stop Work Order:** Buyer may at any time by written notice to the Vendor stop all or any part of the work. Upon receipt of such notice, the Vendor shall take all reasonable steps to minimize the incurrence of costs during the period of work stoppage. 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 this order.
14. **Assignment and Subcontracting:** Vendor shall not assign or subcontract any portion of this purchase order without the prior written approval of the Buyer.
15. **Warranty:** All goods furnished by Vendor 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 Vendor shall take all necessary action, at Vendor's expense, to correct such breach in the most expeditious manner possible. This warranty shall also insure to the benefit of the user of the goods.
16. **E-Verify:** Vendor hereby certifies compliance with the following:
Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a

Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

17. Public Records Addendum (AS APPLICABLE): CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School 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 for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the Agreement.

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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to School Board.

Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE@CSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

18. **Scrutinized Companies:** In accordance with Chapters 215 and 287, Florida Statutes, the School Board is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By entering into this Agreement, the Contractor certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. Contractor is specifically required to complete the State of Florida Vendor Certification Regarding Scrutinized Companies Lists form (as included for Vendor set-up or Agreement). Should the terms of this Agreement allow for renewals, the Contractor shall be required to recertify thirty (30) days prior to each renewal of the Agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board may terminate this Agreement if the Contractor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list.
19. **Debarment:** In accordance with 2 CFR Part 417, Subpart C, the School District is prohibited from, or limited in its ability to, contract with companies who are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. By entering into this Agreement, the Contractor certifies that it and all related entities of respondent are not on such Nonprocurement list. Contractor is specifically required to complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions form (as included for Vendor set-up or Agreement). Should the terms of the Agreement allow for renewals, the Contractor shall be

required to recertify thirty (30) days prior to each renewal of the Agreement that it and its related entities are not on such Nonprocurement list. The School District may terminate this Agreement if the Contractor or a related entity as defined above is found to have submitted a false certification or been placed on the Nonprocurement list.