

## Purchasing Department of the School District of Palm Beach County

### Terms and Conditions

1. **Purchase Order Number** – The Purchase Order Number must appear on packages, packing slips, invoices and all other correspondence relating to this Order. The School District of Palm Beach County, Florida will not be responsible for goods or service delivered without a valid Purchase Order.
2. **Entire Agreement** – This Purchase Order and any Bid or Request for Proposal referenced thereon, constitute the entire agreement between The School District of Palm Beach County, Florida and the Vendor. Any changes, additions or modifications, including freight charges, to the original Purchase Order must be brought to the attention of the Purchasing Agent and corrected through the issuance of a Change Order prior to shipment(s). Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent will not be honored.
3. **Prices** – All prices are FOB Destination, transportation charges prepaid, include inside delivery, with no additional charges for boxing, crating, packing, insurance or transportation unless otherwise indicated.
4. **Invoices** - Invoices must be sent to the address indicated on the face of the Purchase Order.
5. **Discounts** – Discounts are encouraged, time will be computed from date of satisfactory delivery of the goods or services at place of acceptance or from date correct invoice is received, whichever is the later date.
6. **Payment/Payment Terms** - Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with Purchase Order specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department. See Payment Terms for individual purchases on purchase order.

**Payment will not be processed until the following occurs:**

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the Purchase Order.
2. The receipt of a properly billed invoice in the Accounting Services Department.

**Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:**

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price

**Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services. Failure to timely submit invoice(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.**

**The School Board will not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department. Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.**

7. **Delivery** - Delivery shall be made within 10 days after receipt of Purchase Order or as otherwise specified on the Purchase Order and within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the Purchase Order.
8. **Inspection and Rejection** – All goods or services received is subject to inspection and to rejection by The School District of Palm Beach County, Florida if the goods or service is defective or does not meet the specifications. The School District of Palm Beach County, Florida reserves the right to have rejected goods replaced by the Vendor at the purchase price stipulated in this order or in the contract; or to return the rejected goods for full credit at the price charged; to have rejected service re-done by

Vendor or to purchase these goods or services on the open market. Transportation costs and any additional costs will be borne by the Vendor in each instance. The School District of Palm Beach County, Florida's rights with respect to rejection of material or services are not waived by failure to notify the Vendor promptly upon receipt of delivery.

9. **Warranty** – By accepting this Purchase Order, the Vendor warrants, in addition to implied warranties, that the material furnished hereunder shall be free from latent and patent defects and in full conformity with the specifications, drawing, and/or samples.
10. **Indemnification/Hold Harmless** – Vendor shall indemnify The School District of Palm Beach County, Florida, their agents, Officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
  - a. bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of resulting there from, or any other damage or loss arising out of or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, subcontractor or anyone directly or indirectly employed by any of them or
  - b. violation of law statute, ordinance, governmental administration order, rule or regulation by Vendor in the performance of the work or
  - c. liens, claims or actions made by the Vendor or any subcontractor or other party performing the work.
11. **Insurance** – Vendor shall maintain insurance acceptable to The School District of Palm Beach County, Florida in full force and effect throughout the term of this Purchase Order.
12. **Minority/Women and Small Business Encouraged** - The School District of Palm Beach County, Florida strongly encourages the use of Minority/Women and Small Business owned business enterprises for participation in opportunities related to this Purchase Order.
13. **Material Safety Data Sheets** – In accordance with Florida Statutes, Chapter 422, it is the Vendor's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at the time of delivery.
14. **Legal Requirements** – Federal, State, County and local laws, ordinances, rules and regulations as well as School Board policies that in any manner affect the items covered by this Purchase Order herein apply.
15. **Assignment** – The Vendor shall not assign, sub-contract, transfer, convey, or otherwise dispose of this contract, or of any or all of its rights, title , or interest therein, or its power to execute such contract to any person, firm or corporation without prior written consent of The School District of Palm Beach County, Florida.
16. **Anti-discrimination**
  - a. The Vendor certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
  - b. The Vendor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Vendor shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. Vendor understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
17. **Disqualifying Crimes** – The vendor certifies by acceptance of this purchase order that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, vendor certifies that it will divulge information regarding any of these actions or proposed actions with other governmental agencies.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not provide any goods or services or transact business with The School

District of Palm Beach County, Florida for a period of 36 months from the date of being placed on the convicted vendor list.

18. **Jessica Lunsford Act** – All individuals who are permitted access on school grounds when students are present, individuals who may have direct contact with children or any student of The School District of Palm Beach County, Florida or who may have access to or control of school funds must be fingerprinted and background checked. Vendor agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a level 2 FDLE background check, and FBI screening including fingerprinting by the School District's Police Department, at the sole cost of the Vendor. Vendor shall not begin providing services contemplated by this Purchase Order until Vendor receives notice of clearance by The School District of Palm Beach County, Florida and is issued School District badges. Compliance requiring all vendors to register as a visitor before entering school property and proper display of School District badges will be strictly enforced.
19. **Infringement of Patents, Trademarks or Copyrights** – Vendor shall indemnify The School District of Palm Beach County, Florida, their agents, Officers, elected officials and employees from and against all infringements, claims of infringement, of any United States patent, trademark or copyright based on the manufacture, normal use or sale of any material or equipment furnished to The School District of Palm Beach County, Florida hereunder.
20. **Advertising** – The Vendor agrees not to use the results of this Purchase Order as a part of any commercial advertising without prior approval of The School District of Palm Beach County, Florida.
21. **Severability** – If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not effect the validity of the remaining portion thereof.
22. **Tax Exemption** - The School District of Palm Beach County, Florida is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. is 85-8013897253C-1 (expires-11/30/2012) and Federal Excise Tax No. is 59-6000783.

Revised: 11/29/10