

TERMS and CONDITIONS: The following Terms and Conditions are applicable to this order entered into by and between The School District of Monroe County (hereinafter referred to as District) and Vendor (hereinafter referred to as Contractor).

ASSIGNMENT: Purchase orders issued by the District are not transferable and cannot be assigned to any other vendor, contractor, bank, lending institution or to any representative or individual. This includes prohibition of subcontracts unless authorized. If Contractor cannot supply the material or service, nor honor the contract, return the purchase order with a letter of explanation to the Purchasing Department, 241 Trumbo, Rd, Key West, FL 33040.

MODIFICATIONS: No modifications of this order shall be binding upon the District unless approved in writing by an authorized representative of the District Purchasing Department.

EXCUSABLE DELAYS: The District may at its option, grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the District and is due to causes beyond the control of the Contractor. Such grant must be in writing and made part of the order.

DEFAULT: In the event of default by the Contractor, the District may procure the articles or services covered by this order from other sources and hold the Contractor responsible for any excess costs occasioned thereby. The following shall be considered a default: (1) Failure to make complete deliveries within the promised time. (2) Unauthorized substitution or delivery of goods deemed by the District to be inferior. (3) Inability of the Contractor to fulfill the terms and conditions of this order.

TERMINATION: The District reserves the right to terminate this order in whole or in part for cause within 30 days. Any such termination will be without liability to the District except for completed items delivered and accepted by the District. The Contractor will be liable for excess costs of re-procurement.

SHIPPING TERMS: Unless otherwise specified, all shipments shall be F.O.B. Destination, Freight Prepaid. Orders must be delivered to the "ship to" address as stated on the purchase order. Any deviations (without prior approval from the Purchasing department) will constitute a refusal of shipment. Such refusal, requiring redistribution, reshipment and/or storage charges, will be borne by the Contractor. The District will not be responsible for any lost shipments caused by improper shipment.

DELIVERIES:

Deliveries are to be made to the indicated ship to address between the hours of 9:00 A.M. and 3:00 P.M. Monday through Friday, excluding holidays, unless otherwise stipulated. Contractor shall notify the receiving site of deliveries which require special handling and/or assistance for off-loading. Failure to give notice will result in the Contractor being billed for any add-on, redelivery, storage, or handling charges.

INSPECTION: All materials or goods will be received "subject to inspection and acceptance". Materials or goods found defective or not in accordance with District's instructions, specifications, drawings, or other data, will remain the property of the Contractor and will be returned at the Contractor's expense. Payment for materials and goods shall not be deemed as an acceptance thereof.

QUANTITIES: Quantities specified in the order cannot be changed without prior written approval of the District. Goods shipped in excess of the quantity designated may be returned at the Contractor's expense.

PAYMENT TERMS: By accepting this order, the Contractor agrees that payment terms shall be as set forth in Section 218.74, Florida Statutes.

INVOICING: Except as otherwise stated in this order, Contractor must submit an original invoice to the department identified on the purchase order. Purchase Order number(s) must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

TAXES: The District is exempt from Federal and State Taxes, both excise and sales and use, and any other like taxes. Contractors doing business with the District shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with District, nor shall any Contractor be authorized to use the District's tax exemption number in securing such materials.

RESPONSIBILITY: Responsibility will not be accepted for any goods delivered, or services rendered unless such goods and services are the result of a duly authorized District purchase order.

CONTRACT TERMS: If this purchase order is a result of a competitive solicitation award, all conditions, provisions and specifications of the solicitation shall become a part of and are incorporated into this order.

LEGAL VENUE: The legal venue for any action arising out of this order shall lie in the Sixteenth Judicial Circuit for Monroe County, Florida.

ANTI-DISCRIMINATION: Contractors doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, disability, or age with regard to, but not limited to, the following: employment practices, rates of pay or other compensation methods, and training selection.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK: Contractor shall save and hold harmless the District, its employees and agents from liability for infringement of any United States patent trademark, or copyright for, or on account of, the use of any product sold to the District or used in the performance of this order.

INDEMNIFICATION - INSURANCE: Contractor agrees to indemnify, save, and hold harmless the District, School Board, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees arising out of the services provided under this Purchase Order. Contractor agrees to maintain insurance sufficient to protect the interests of the District. Verification must be provided upon request.

PUBLICITY: Use by the District of products or services shall, in no way, constitute an endorsement and the District's name will not be used by the Contractor in any way, manner, or form in product literature or advertising.

JESSICA LUNSFORD ACT: Vendors who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds shall comply with Section 1012.465, Florida Statutes. Vendor's failure to comply with this requirement will constitute a breach of contract.

DEBARMENT CERTIFICATION The Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds: (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency; (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and (d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default. The Contractor certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency as set forth in 49 CFR s29.110(a-d)

CONFLICT OF INTEREST/ETHIC/ BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE . The Contractor certifies that they have not at any time, and excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the District and acknowledges that The School Board of Monroe County, Florida, relies upon the truth of this statement in awarding contracts for the subject project. Relationship disclosure must be registered by contacting the district purchasing department.

PUBLIC RECORDS REQUEST: Unless records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1), Contractor agrees to provide public access to all associated documents.

PER DIEM AND TRAVEL EXPENSES: Travel reimbursement must be authorized as specified in the purchase order. Reimbursements may not exceed the amounts authorized in School Board Policy, in compliance with Section 112.061, Florida Statutes.

LEGAL COMPLIANCE: The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, Davis Bacon Act and any applicable environmental regulations.

ACCEPTANCE: Providing any of the goods and/or services specified on this Purchase Order shall constitute the Vendor's (1) acceptance of the terms and conditions set forth or incorporated herein and (2) reaffirmation as true of all representations made by the Vendor to induce the District to issue this Purchase Order.

PAYMENT CHANGES: Payments will be made only to the company and address as set forth on the order unless the Contractor has requested a change thereto on official company letterhead signed by an authorized officer of the company.