

## The School Board of Polk County, Florida Purchase Order Terms and Conditions

By accepting a purchase order from the School Board of Polk County, Florida (Board), the parties agree that the Board's electronic Purchase Order Terms and Conditions automatically incorporate into the parties' contract to purchase goods or services, and the parties agree to be bound by its terms.

The Board's Purchase Order Terms and Conditions may be updated from time to time and the then-current version posted on the Board's website shall control and be in effect to govern the parties.

**INVOICES AND PAYMENT FROM PURCHASE ORDERS:** All invoices must be itemized and submitted to the Board with each purchase order being invoiced separately. The Board purchase order number should appear on all invoices. Payment will only be made after the commodity or service has been received, accepted and accurately invoiced.

**COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

**SALES TAX:** The Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8).

**JURISDICTION:** The contract resulting from acceptance of a purchase order is to be governed by the laws of the State of Florida. The venue for any actions arising out of a purchase order shall be in the state courts of Polk County, Florida, or the federal courts for the Middle District of Florida, Tampa Division.

**ASSIGNMENT:** No assignment of an order or monies to be derived therefrom is acceptable without the prior written approval of the Board.

**BID TERMS:** If a purchase order is a result of a bid or proposal award, all conditions, provisions and specifications of the bid/proposal shall become a part of and are incorporated into the order.

**INSPECTION:** Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the vendor until acceptance by the Board.

**LIABILITY:** The Board's liability will not exceed the value of the purchase order. As a Florida statutory corporation, the Board does not waive its sovereign immunity or its self-insured status consistent with §768.28, Florida Statutes. Further, the Board will not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

**CANCELLATION:** The Board reserves the right to cancel a purchase order and refuse acceptance of damaged, defective, or inferior goods or services as a material breach.

**MODIFICATIONS:** Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the Board's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department; at the discretion of the Purchasing Department either a change order to the original purchase order or a supplemental purchase order will be issued for the requested modification (increase, change, decrease, cancel). The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

**DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the vendor is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow warehouse deliveries, call Warehouse Receiving at (863) 534-0910. For Winter Haven warehouse deliveries, call 863-291-5292. Truck drivers will be required to assist in unloading.

**FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR, Part 180, as defined at 2 CFR Part 180, Section 300.

1) The prospective lower tier participant certifies, by acceptance of a purchase order, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to the Purchasing Department. Where this is the case, vendor is not authorized to provide goods or services on the purchase order until vendor receives written approval from the Purchasing Department.

**FEDERAL FUNDS:** When Federal funds are expended by the Board, the following provisions of 2 CFR 200.326 Appendix II pertain as applicable. To access this information online, use the link below:

<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-appl.xml>

**TERMINATION:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee.

**DEFAULT (CAUSE).** The School Board may terminate all or any part of a purchase order by giving notice of default to Contractor, if Contractor:

- 1) Refuses or fails to deliver the goods or services within the time specified;
- 2) Fails to comply with any of the provisions of the purchase order or so fails to make progress as to endanger performances, hereunder, or;
- 3) 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 School Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.
- 4) Termination for cause includes terminations under 287.135, F.S.

**CONVENIENCE.** The School Board may terminate for its convenience at any time, in whole or in part, any purchase order. The Contractor shall stop work immediately upon notification of termination unless otherwise agreed upon. In the event of termination for convenience, the School Board's sole obligations will be to reimburse Contractor for:

- 1) Those goods or services actually shipped/performed and accepted up to the date of termination, and
- 2) Costs incurred by Contractor for unfinished goods, which are specifically manufactured for the School Board and which are not standard products of the Contractor, as of the date of termination, and a reasonable profit thereon.
- 3) In no event is the School Board responsible for either loss of anticipated profit or reimbursement exceeding the purchase order value.

**FUNDING.** Contracts awarded hereunder are subject to the appropriation and availability of funds as approved by the School Board of Polk County, Florida. In the event funds for the specific purpose of this purchase order are not appropriated or are insufficient, the contract may be terminated immediately without penalty or expense to PCSB of any kind whatsoever.

**PUBLIC RECORDS/CONTRACTS FOR SERVICES AS DEFINED IN F.S. 119.0701:** The contractor/consultant agrees to willingly cooperate and promptly furnish public records in accordance with the law. When there is a contract for services as defined in F.S. 119.0701, the consultant/contractor must comply with Florida's public records laws, specifically, the consultant/contractor must:

- 1) Keep and maintain public records required by the public agency to perform the service.
- 2) Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
- 3) 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Public records means 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 Polk County Public Schools. Contractor's records may include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during the contract term.

Records must be created and maintained in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

**IF THE 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 PUBLIC RECORDS OFFICE AT:**

**POLK COUNTY PUBLIC SCHOOLS**

**PO BOX 391**

**BARTOW, FL 33831-0391**

**TELEPHONE: 863-534-0522**

**[otrs.publicrecords@polk-fl.net](mailto:otrs.publicrecords@polk-fl.net)**

If the Consultant/Contractor does not comply with a public records request, the School Board of Polk County, Florida shall enforce the contract provisions which may include immediate termination of contract.