

## FCS PURCHASE ORDER TERMS AND CONDITIONS

### SECTION I - ADMINISTRATION

1. Delivery: If not otherwise specified in this order, prices are F.O.B. destination. The Fulton County Schools (FCS) reserves the right to cancel this order or any unfilled portion if delivery is not made within the required number of days specified by FCS. IF UNABLE TO DELIVER IN THE NUMBER OF DAYS SPECIFIED, NOTIFY THE EXECUTIVE DIRECTOR OF CONTRACT AT ONCE AT [WECARE@FULTONSCHOOLS.ORG](mailto:WECARE@FULTONSCHOOLS.ORG) . Delivery to a common carrier does not constitute delivery to FCS, and the risk of loss will remain with the Supplier until actual delivery to the appropriate FCS site. Any claim for loss or damage incurred during the delivery shall be made by the supplier directly to the carrier. FCS will note damage incurred in transit on the freight bill and notify the supplier. The supplier shall make immediate replacement of the damaged merchandise.
2. Marking: The contractor shall include a packing list in each shipment. The packing list shall show the FCS purchase order number, school or department name, contents, and shipper's name, email address, and address; the packing list and the invoice covering final shipment shall be marked "Order Completed." The upper left corner of each package, box, crate, barrel, bundle, piece, shall be marked clearly with (A) shipper's name, email address, and address, (B) contents, (C) FCS purchase order number, and (D) bill of lading number or express receipt number. The supplier's failure to show in the bill of lading or express receipt or on every package in marking specified above shall obligate the supplier to any and all extra costs incurred, including drayage and demurrage due to this failure. The address of each delivery shall include the school or department name, the FCS PO number, as well as the normal street, city, state and zip code information.
3. Receiving Hours: For all shipments to the FCS Warehouse, a school, or a department, receiving hours are 8:00 AM to 3:30 PM, Monday through Friday.
4. Invoices: Itemized invoices shall be submitted electronically to [accountspayable@fultonschools.org](mailto:accountspayable@fultonschools.org) or in hard copy to Fulton County Schools, ATTN: Accounts Payable, 6201 Powers Ferry Road NW, Atlanta, Georgia 30339. Invoices will be returned unless they show the FCS purchase order number. Separate invoices are required for each

purchase order. The place to which material has been shipped shall be stated on each invoice.

5. Payment: Payment may be made when a single line item has been satisfactorily delivered complete within (30) days from either the date of delivery or the receipt of satisfactory invoice, whichever occurs last.
6. Back Orders: Do not back order unless specifically authorized to do so by FCS. If a backorder should become necessary, payment will be made in accordance with Paragraph 5 above.
7. Receipt: Quantities, units, and prices on all shipping documents shall match those on the Purchase Order. If the contract requires grading certificates, USDA stamps, or other proof of quality, such proof shall accompany the shipment.

## SECTION II CONDITIONS

1. Settlements: All settlements will be in accordance with the terms and condition of this purchase order and/or the terms and conditions of the contract # referenced on the purchase order. Any questions arising relative thereto must be prior to the shipment of goods.
2. Authorization: FCS will not in any manner be responsible for goods delivered or work performed where a purchase order is not issued by its duly constituted Executive Director of Contracting.
3. Changes and Alterations: No changes in conditions, prices, quantities, or deliveries will be made without specific authorization in writing (via change order) issued by the FCS Executive Director of Contracting.
4. Typographical Errors: Mistakes in prices, discrepancies in quantity and/or sizes made in this purchase order are to be reported to the contractor immediately by the Executive Director of Contracting.
5. Specifications: The bid/proposal, which is referred to in this order, and all items attached (including specifications,) are made a part of this contract. All materials furnished must confirm to the FCS specifications.

6. Warranty: The contractor expressly warrants all articles and materials covered by this order to be of quality, size, description, quantity, and dimension specified, and free from defect including latent defects. Such warranty shall survive delivery and shall not be deemed waived with by reason of the FCS acceptance of materials or payments. Warranties provided by the contractor in a bid/proposal are otherwise offered by the contractor in the normal course of business for the product/service are part of this contract.
7. Inspection / Acceptance of Goods: Delivery does not constitute acceptance. Materials are subject to FCS inspection and approval within a reasonable time period after delivery. All supplies, materials, and equipment delivered to FCS shall be subject to inspection and testing. Items that do not meet specifications will be rejected. Failure on the part of FCS to reject upon receipt, however, does not relieve the supplier of its liability. If tests subsequent to delivery reveal a failure to meet specifications, the supplier may be deemed to have breached its contract.
8. Remedies for Non-Conforming Supplies or Services:
  - a. If the inspection or later testing of supplies reveals that they are not in conformance with FCS specifications, FCS may apply one or more of the following remedies to correct the problem:
    - i. Return the material to the contractor at their expense and risk;
    - ii. Charge the contractor for re-inspection of supplies (originally found to be defective) offered for acceptance;
    - iii. Require correction of defective supplies at no increase in price (fixed price contracts) or fees (costs contracts);
    - iv. Obtain correction through a third party or the FCS and charge the cost to the contractor;
    - v. Accept nonconforming supplies in return for monetary or other consideration to FCS.
  - b. If inspection of services reveals that the offered services are not in conformance with FCS specifications, the FCS may apply one or more of the following remedies to correct the problem:
    - i. Require re-performance of nonconforming services at no increase in price (fixed price contracts) or fee (cost contracts);
    - ii. Reduce the contract price to reflect the reduced value of nonconforming services, which cannot be re-performed (fixed price contracts), or to reduce the fee (cost contracts);
    - iii. Obtain performance by a third party for FCS and charge the cost to the contractor.
9. Substitutions: Contractor proposed substitutions shall be provided to the FCS Executive Director of Contracting in writing at [wecare@fultonschools.org](mailto:wecare@fultonschools.org) . IF approved by the FCS Executive Director of Contracting in writing, they may be delivered. Items that do not meet specifications shall be returned to the supplier at the supplier's expense. The refusal of FCS to approve a substitution does not relieve the supplier of its obligation to provide the item or items called for in this contract.

10. Cost of Inspection or Testing: Cost of inspection or testing of property, which does not meet specifications, shall be paid by the contractor. FCS reserves the right to return any goods different from the samples shown. Returned or rejected goods are not to be replaced without specific authority to do so from the Executive Director of Contracting.
11. Prices: This order shall not be filled at a higher price than last quoted or changed without specific authorization from the Executive Director of Contracting.
12. Taxes: The Executive Director of Contracting certifies that he/she is an official of Fulton County Schools and that material, supplies, and/or services purchased are for a Government Educational Institution and therefore is tax exempt. The Georgia Sales and Use Tax exempt certificate is No. 060183083. The Federal Excise Tax exempt Certificate is No. 58730091-K, assigned by the Federal Internal Revenue Department. No further exemption is required.
13. Termination for Default: If the contract is terminated for default, FCS may procure the material, supplies, and/or services from other sources, and may deduct from other monies due, or that may thereafter become due to the supplier, the difference between the price in the contract or purchase order and the actual cost thereof to FCS. Prices paid by FCS shall be the prevailing market price at the time the purchase is made.
14. Contract: The solicitation (including all addenda,) the bid or proposal, and this purchase order and its attachments, either attached hereto or by reference when received by the selected bidder shall constitute (A.) a binding contract on the terms set forth herein and, (B.) the entire contract, and is to be interpreted, construed, and given affecting all respects according to the laws of the State of Georgia, and (C.) This order shall not be assigned to others unless specifically authorized by the Executive Director of Contracting.
15. Disputes: A dispute is a disagreement between the FCS and the contractor over the payment of money, the adjustment, or interpretation of contract terms, or other relief. Requests for such relief are referred to as "claims." Often claims by or against a contractor can be resolved by mutual agreement between the contractor and Executive Director of Contracting. However, when this is not possible, The Executive Director of Contracting will render a written final decision on the claim. A written decision on a claim is generally required within 60 days after the contractor requests a decision.

16. Security, Interest, Liens, Claims, and Encumbrance: No supplier shall acquire a security interest in supplies, materials, or equipment sold to FCS. No supplier shall sell FCS goods and services, which are subject to any liens, claims, or encumbrances of any kind.
17. Non-Appropriations: Contracts that cross FCS fiscal years are subject to appropriations from Fulton County Schools. If these appropriations are not forthcoming to support the appropriate fiscal year portions of this contract, the contract is null and void without any penalty, additional cost, or other adverse actions against FCS.
18. Nondiscrimination: The bidder/offeror, by the submission of a bid or proposal or the acceptance of an order or contract, does agree that in providing the goods and services covered, not to discriminate in any way against any person or persons or refuse employment of any person or person, on account of color religion, national origin, or sex.
19. FCS Nondiscrimination: Fulton County School System does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, marital status, or sexual orientation in any of its employment practices, educational programs, services, or activities. All questions and comments concerning this purchase may be addressed to:

FCS Purchasing Policy, Procedures, and Regulations: The FCS Purchasing Policy, Procedures, and Purchasing Regulations are incorporated in this contract by reference. The contractor, by responding to the solicitation, agrees to be bound by the FCS Purchasing Policy, Procedures, and Purchasing Regulations in any issue or action related to the solicitation or subsequent contract.