

The School District of Collier County, Florida
Purchase Order Terms and Conditions

Delivery of this Purchase Order via US Postal Service or electronic means constitutes the School District of Collier County's (hereinafter known as the District, SDCC, or Buyer) approval for the purchase of goods or services as stated herein. The District OBJECTS to the inclusion of any additional or different terms proposed by the Vendor (or Contractor, Reseller, Participant) in its acceptance or acknowledgment 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 the District's acceptance of the Vendor's goods shall not be deemed as acceptance of such terms. The terms or conditions from a relevant solicitation, bid, proposal, or quote (including licensure and insurance requirements) are incorporated herein by this reference. Unless otherwise stated on the face of this order, the following terms and conditions shall apply:

1. **GENERAL:** Acceptance of this order constitutes acceptance of all conditions herein stated. The terms and conditions of this order including price, delivery, method/schedule, quantity, and specifications shall not be changed or modified, except in writing, with the consent of the SDCC Purchasing Department. Failure to deliver the goods/services or to comply with the conditions herein shall constitute default, in addition to any other legal remedies that may be available.
2. **AMOUNT:** The vendor shall not exceed the PO issuance amount without the written approval of the SDCC Purchasing Department.
3. **INVOICE(S):** Itemized invoices, each bearing the Purchase Order Number must be submitted on the day of shipment. If the District is responsible for transportation costs, a bill of lading or express receipt must be attached to any invoice. Invoices subject to cash discount should be submitted on the day they are dated. If they are not, discount period will begin on the day bills are received by the SDCC Accounting Department. Invoices may be e-mailed to AccountsPayable@collierschools.com
4. **TERMS OF PAYMENT:** Normal terms of payment shall be "Net 30 Days" from receipt and acceptance of goods/services and the submittal of a proper invoice. Alternative terms of payment may be considered when in the best interest of the School District.
5. **E-VERIFY:** Per FS 448.095, the vendor agrees to ensure it is registered, and utilizes the U.S. Department of Homeland Security's E-Verify system and shall verify as such to SDCC.
6. **CANCELLATION:** SDCC reserves the right to cancel any order or contract for failure of the vendor to comply with the terms, conditions, and specifications of this order.
7. **DELIVERY TITLE AND RISK OF LOSS:** All shipments must be made FOB SDCC at the address specified. Deliveries are to be inclusive of excises, duties, importation fees, and all other transportation charges. Title shall pass to SDCC on delivery of the conforming goods to the designated location. Delivery shall not be complete until the goods and/or services have been received, inspected, and accepted by SDCC. If SDCC agrees to pay the freight, all freight charges shall be fully prepaid and included on the invoice. The original shipping bill must be included with the invoice.
8. **INDEMNIFICATION:** Vendor agrees to indemnify, hold harmless and defend SDCC, its agents, servants, insurers, and employees from all claims, judgments, causes of action of whatever sort or kind, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SDCC, its agents, servants, insurers, and employees may pay or become obligated to pay on account of all claims furnished by the vendor, its agents, servants, and employee. This shall include but not be limited to the equipment of the vendor, its agents, servants, or employees while such equipment is on premises owned or controlled by SDCC; or the negligence of the vendor, or the negligence of the vendor's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damage, damage to property including SDCC's property, and injury or death of any person whether employed by the vendor, SDCC or otherwise. Upon request, the vendor will provide the SDCC with a Certificate of Insurance (COI) naming the SDCC as an additional insured.
9. **BULLYING, HARASSMENT, & Title IX:** The vendor agrees to abide by provisions of Board Policies 3362, 5517, 5517.01, and 2266, which proscribe any acts of harassment and/or bullying and any related acts defined and covered under Federal Title IX, toward District students and District staff.
10. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise specified. Title to, or risk of loss or damage to all items shall be the responsibility of the vendor until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the goods or services supplied to SDCC are found to be defective, or not to conform to specifications, SDCC reserves the right to cancel the order upon written notice to the vendor and to return goods at the vendor's expense.
11. **LEGAL COMPLIANCE:** The vendor guarantees that the goods to be provided and/or the services to be performed herein, shall comply with all applicable federal, state, and local laws, ordinances, regulations, orders, and decrees, including but not limited to: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.
12. **MATERIAL SAFETY DATA SHEET:** The vendor agrees to furnish SDCC with a Safety Data Sheet (SDS) on or before delivery of every hazardous chemical or substance purchased which meets the Hazard Communication Standard (HCS) as required to have a published SDS. Appropriate labels and SDS Sheets shall be provided for all shipments. Send SDS and other pertinent data to the Facilities Manager at the address listed on the purchase order.
13. **WARRANTY:** In addition to any warranty implied by law and any other express warranties, the vendor expressly warrants that all material or services covered herein will be: (a) Free of infringements of property rights of third parties, including without limitation, any patent, trademark, trade name, copyright or right of publicity; (b) free from defects in material and workmanship; (c) of merchantable quality; (d) fit for the intended use by SDCC and any other intended uses of such goods; (e) of a grade and performance in conformity with all specifications, blueprints, designs, drawings, samples, models, descriptions, instructions, and other data. The vendor warrants that any services to be performed by the vendor hereunder will be performed, as an independent contractor in a good and competent manner.
14. **VENUE FOR ANY ACTION:** Any action arising out of this contract shall be governed by and construed under the 20th Circuit Court of Collier County, Florida, or the United States Court of the Southern District of Florida.
15. **BACKGROUND SCREENING:** The vendor agrees to comply with all the requirements of Sections 1012.32 and 1012.465 Florida Statutes, and that vendor and all its personnel who (1) are to be permitted access to school grounds when students are present, will have direct contact with students, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the three requirements identified above. The background screening can be accomplished by following the instructions at the attached link: <https://www.collierschools.com/Page/4963>. The vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided concerning the vendor and its personnel. The Parties agree that the failure of the vendor to perform any of the duties described in this section shall constitute a material breach of the Purchase Order entitling SDCC to terminate immediately with no further form of physical or mental injury, death, or property damage resulting in vendor's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
16. **CONFLICT OF INTEREST:** The purchase hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Vendors must disclose the name of any employee, director, or agent who is an employee of the School District and/or may have an inherent conflict of interest with the SDCC.
17. **ASSIGNMENT:** This purchase order and any monies, which may become due hereunder, are not assignable except with the prior written approval of the Director of Purchasing.
18. **PUBLIC RECORDS:** Collier County Public Schools is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law including (a) keeping and maintaining public records required by the Board to perform the service; (b) upon request from the CCPS 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 the chapter or as otherwise provided by law; (c) ensuring that public records that are exempt or that are 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, and (d) Upon completion of the contract, transfer at no cost to the Board, all public records in possession of the contractor or keep and maintain public records required by the Board 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 BOARD, upon request from the Board's custodian of public record, in a format that is compatible with the information technology systems of the Board. The parties agree that if the contractor fails to comply with a public records request, then Collier County Public Schools must enforce the contract provisions per the contract and as required by Section 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER, (239)377-0457, E-MAIL ADDRESS, woodsdo@collierschools.com, MAILING ADDRESS, 5775 OSCEOLA TRAIL NAPLES FL 34109.