

CHARLESTON COUNTY SCHOOL DISTRICT
STANDARD PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions ("Terms and Conditions") apply to all purchases of goods and services by Charleston County School District ("CCSD" or "District") unless superseded by a separately executed written agreement signed by authorized representatives of both parties. By accepting a Purchase Order, submitting a quote, bid, proposal, invoice, delivering goods, commencing services, or otherwise performing work for CCSD, Seller agrees to these Terms and Conditions and certifies compliance with all applicable requirements contained herein.

1. ACCEPTANCE OF PURCHASE ORDER

Seller's shipment of goods, commencement of services, delivery, invoice submission, electronic acceptance, or written acknowledgment constitutes acceptance of this Purchase Order. No modification, amendment, or waiver of any Purchase Order requirement shall be effective unless approved in writing by CCSD Procurement Services. Any terms contained in Seller's quotation, proposal, invoice, acknowledgment, website, click-through agreement, end-user license agreement, privacy policy, shrink-wrap agreement, or other document that conflict with these Terms and Conditions shall be void and of no force or effect unless expressly accepted in writing by CCSD.

2. DELIVERY AND PERFORMANCE

Seller shall furnish all goods and services in strict accordance with the specifications, scope of work, quantities, delivery schedules, and pricing stated in the Purchase Order. CCSD shall not be responsible for payment of goods or services provided without a valid Purchase Order. Failure to comply with delivery requirements may result in cancellation of the Purchase Order, procurement from alternate sources, recovery of excess costs, and any other remedies available under law. All procurement transactions made by CCSD are subject to the terms of the CCSD Consolidated Procurement Code and Regulations, Version 1.0, Effective Date, January 1, 2022 unless superseded.

3. SHIPPING TERMS

Unless otherwise specified, all shipments shall be F.O.B. Destination, Freight Prepaid and Allowed. Seller shall be responsible for all freight, handling, packaging, transportation, fuel surcharges, and delivery charges unless otherwise approved in writing by CCSD. Risk of loss remains with Seller until goods are delivered and accepted by CCSD.

4. INVOICES AND PAYMENT

Seller shall submit a separate invoice for each Purchase Order.

Invoices must include:

- Purchase Order Number
- Invoice Number
- Description of Goods or Services
- Quantity
- Unit Price
- Total Amount Due
- Supporting Documentation as Required

Payment shall be made in accordance with applicable South Carolina law after receipt and acceptance of goods or services and receipt of a proper invoice. CCSD reserves the right to reject incomplete, inaccurate, duplicate, or improper invoices.

5. CHANGES

CCSD has the right to order any change to this transaction within the general scope of its performance. However, any change affecting the cost, time of performance, or scope of the transaction must be made in writing. Further, no change in cost is authorized until issuance of a modified or supplemental Purchase Order.

6. MOST FAVORED CUSTOMER PRICING

Seller warrants that pricing, discounts, rebates, credits, and terms offered to CCSD are equal to or better than those offered to other governmental entities purchasing similar goods or services under similar conditions.

Any price reductions made available during the term of the Purchase Order shall automatically apply to CCSD.

7. INSPECTION AND ACCEPTANCE

All goods and services are subject to inspection, testing, and acceptance by CCSD.

CCSD may reject any goods or services that are defective, damaged, unsafe, incomplete, nonconforming, or otherwise fail to meet Purchase Order requirements. No substitutions may be made by Seller unless prior written approval is given by CCSD.

Rejected goods may be returned at Seller's expense.

Seller shall promptly repair, replace, or correct rejected goods or services at no additional cost to CCSD.

Acceptance and payment shall not waive any rights or remedies available to CCSD.

8. WARRANTIES

Seller warrants that all goods and services:

- Are free from defects in materials and workmanship;
- Conform to all specifications and contractual requirements;
- Are fit for their intended purpose;
- Are merchantable and of acceptable quality;
- Comply with all applicable laws and regulations;
- Are free from liens and encumbrances; and
- Do not infringe upon any patent, copyright, trademark, trade secret, or other intellectual property rights.

These warranties shall survive inspection, acceptance, payment, and termination of the Purchase Order.

Further, unless a greater period is required by the specifications or solicitation for this transaction, the Seller will provide, under normal use, wear and tear, a one (1) year warranty against all defects in material and workmanship.

9. COMPLIANCE, CONTRACTOR RESPONSIBILITY, AND VENDOR CERTIFICATIONS

Seller represents, warrants, and certifies that throughout the term of this Purchase Order:

- **Business Licensure and Registration**
- Seller possesses and shall maintain all federal, state, county, municipal, professional, and other licenses, permits, registrations, certifications, approvals, and authorizations required to lawfully conduct business and perform under this Purchase Order.
- Seller certifies that it is properly registered and authorized to conduct business in South Carolina and any jurisdiction in which work is performed.
- **Tax Compliance**
- Seller certifies that it is current on all federal, state, and local tax obligations, tax filings, reporting requirements, and payments and shall remain in good standing throughout the term of the Purchase Order.
- **Legal Compliance**
- Seller shall comply with all applicable federal, state, and local laws, regulations, ordinances, codes, and governmental requirements.
- **Contractor Responsibility**
- Seller certifies that it possesses sufficient financial resources, personnel, technical expertise, equipment, facilities, operational controls, and organizational capability necessary to perform successfully under this Purchase Order.
- **Accuracy of Representations**

- Seller certifies that all information provided to CCSD in vendor registrations, certifications, quotations, bids, proposals, invoices, reports, and procurement documents is true, accurate, current, and complete.
- **Continuing Duty to Notify**
- Seller shall immediately notify CCSD in writing if any required license, permit, registration, certification, tax compliance status, insurance coverage, or legal qualification becomes suspended, revoked, expired, restricted, impaired, or otherwise invalid.
- Failure to comply with any requirement of this section shall constitute a material breach of the Purchase Order.

10. HAZARDOUS MATERIALS

Seller shall provide current Material Safety Data Sheets (MSDS) for all applicable hazardous materials and shall comply with all OSHA, EPA, and other applicable safety requirements. Failure to provide required documentation may result in rejection of goods.

11. DEBARMENT AND SUSPENSION

Seller certifies that neither Seller, its owners, principals, officers, directors, employees, affiliates, nor subcontractors are suspended, debarred, proposed for debarment, declared ineligible, or otherwise prohibited from conducting business with any governmental entities, whether federal, state or local. Seller shall immediately notify CCSD in writing of any actual or proposed debarment, suspension, investigation, or regulatory action affecting its eligibility to conduct business.

12. ETHICS, GRATUITIES, AND CONFLICTS OF INTEREST and Compliance with the S.C. Ethics Act (S.C. §§ 8-13-100 et seq.)

Seller shall not offer or provide gifts, gratuities, entertainment, compensation, favors, political contributions, or anything of value intended to influence procurement decisions. Seller shall comply with the S.C. Ethics Act as it applies thereto. Seller shall immediately disclose any actual, potential, or perceived conflict of interest relating to the Purchase Order. Violation of this section may result in termination and disqualification from future procurement opportunities, including, but not limited to suspension or debarment.

13. CONFIDENTIALITY

Seller shall protect all confidential, proprietary, and nonpublic information obtained during performance of the Purchase Order. Seller shall implement reasonable administrative, technical, and physical safeguards designed to prevent unauthorized access, disclosure, use, alteration, or destruction.

14. STUDENT DATA PRIVACY

Seller shall comply with FERPA, applicable South Carolina law, and all District policies governing student data.

Seller shall not:

- Sell student information;
- Use student information for advertising or marketing purposes;
- Create student profiles unrelated to authorized educational purposes;
- Disclose student information except as authorized by CCSD or required by law; or
- Monetize student information in any manner.

Seller shall maintain appropriate administrative, technical, and physical safeguards to protect student information. Upon request or termination, Seller shall return or securely destroy District information as directed by CCSD.

15. CYBERSECURITY AND SECURITY INCIDENT NOTIFICATION

Seller shall maintain commercially reasonable administrative, technical, and physical safeguards designed to protect District information, student information, and District technology systems.

Seller shall notify CCSD in writing within seventy-two (72) hours of discovery of any actual or suspected:

- Data breach;

- Security incident;
- Unauthorized access;
- Cyberattack;
- Ransomware event; or
- Unauthorized disclosure of confidential information.

Seller shall cooperate fully with CCSD in investigation, mitigation, remediation, recovery, and notification activities.

16. CRIMINAL BACKGROUND SCREENING CERTIFICATION

Seller certifies that all employees, agents, representatives, subcontractors, consultants, and other personnel assigned to District property or having direct contact with students have successfully satisfied all criminal background screening requirements required by law, District policy, contract requirements, or the nature of the services being provided. Seller shall maintain documentation demonstrating compliance and shall provide such documentation upon request. Failure to comply with this section shall constitute a material breach of the Purchase Order.

17. NOTIFICATION OF MATERIAL BUSINESS CHANGES

Seller shall notify CCSD in writing within ten (10) business days of any material change affecting Seller's ownership, legal status, financial condition, qualifications, or ability to perform.

Such changes include, but are not limited to:

- Business name changes;
- Ownership changes;
- Mergers or acquisitions;
- Corporate restructuring;
- Changes in tax identification numbers;
- Bankruptcy filings;
- License suspension, revocation, or expiration;
- Government investigations;
- Regulatory actions;
- Suspension or Debarment actions;
- Material litigation; or
- Any circumstance that may materially affect Seller's performance.

18. AUDIT RIGHTS AND RECORD RETENTION

Seller shall maintain complete and accurate books, records, invoices, licenses, permits, tax records, insurance records, certifications, payroll records, background screening documentation, and supporting documents related to this Purchase Order. Records shall be retained for a minimum of three (3) years after final payment or longer if required by law, grant requirements, litigation, investigations, or audits. CCSD and its authorized representatives shall have the right, upon reasonable notice, to inspect, audit, examine, and copy such records.

19. ASSIGNMENT AND SUBCONTRACTING

Seller shall not assign, transfer, delegate, or subcontract any portion of the Purchase Order without prior written approval from CCSD. Seller shall ensure that all approved subcontractors comply with these Terms and Conditions. Seller remains fully responsible for the performance, compliance, acts, and omissions of all subcontractors.

20. INSURANCE

Seller shall maintain insurance coverage required by the specifications or solicitation for this transaction, and at a minimum, as required by law and appropriate for the nature of the goods or services provided. Upon request, Seller shall provide certificates of insurance acceptable to CCSD.

Where applicable, Seller may be required to maintain:

- Commercial General Liability Insurance;

- Automobile Liability Insurance;
- Workers' Compensation Insurance;
- Professional Liability Insurance;
- Errors and Omissions Insurance; and
- Cyber Liability Insurance.

Failure to maintain required insurance shall constitute a material breach of the Purchase Order.

21. INDEMNIFICATION

To the fullest extent permitted by law, Seller shall defend, indemnify, and hold harmless Charleston County School District, its Board members, officers, employees, and agents from and against all claims, losses, damages, liabilities, penalties, judgments, costs, and expenses, including reasonable attorney's fees, arising from:

- Seller's negligent acts or omissions;
- Seller's misconduct;
- Seller's breach of the Purchase Order;
- Seller's violation of law;
- Failure to maintain required licenses, registrations, certifications, permits, or tax compliance;
- Data breaches and privacy violations attributable to Seller;
- Cybersecurity incidents attributable to Seller; or
- Intellectual property infringement.

Any term or condition is void to the extent that it requires CCSD to indemnify, defend, or pay attorney's fees to anyone for any reason. Further, Seller is advised that it shall immediately satisfy and lien or encumbrance which, because of any act or default of Seller, is filed against CCSD.

22. FORCE MAJEURE

Neither party shall be responsible for delays caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, epidemics, or similar events. The affected party shall provide prompt notice and use commercially reasonable efforts to resume performance.

23. DISPUTE RESOLUTION

The parties shall make good faith efforts to resolve disputes through negotiation before initiating legal action. Pending resolution of a dispute, Seller shall continue performance unless otherwise directed by CCSD.

24. TERMINATION

CCSD may terminate this Purchase Order, in whole or in part, for convenience or cause.

Should CCSD intend to terminate this Purchase Order for cause, it shall give the Seller seven (7) calendar days to cure its non-performance after receipt of written notice of CCSD's intent to terminate.

Cause includes, but is not limited to:

- Nonperformance or default;
- Material breach of the Purchase Order;
- Violation of law;
- Loss, suspension, revocation, or expiration of required licenses, permits, registrations, certifications, or authorizations;
- Tax delinquency or loss of tax compliance status;
- Failure to maintain required insurance;
- Debarment or suspension;
- Background screening violations;
- Cybersecurity or student data privacy violations;
- Material misrepresentations; or

- Failure to maintain any certification required by these Terms and Conditions.

For termination for convenience, Seller shall cease services upon written notice from CCSD. CCSD shall be liable only for goods accepted and services satisfactorily performed through the effective date of termination. For termination for cause, CCSD shall have the right to have the work performed by others, with all costs charged against the Seller. Accordingly, no payments will be made until completion of the work and a determination as to whether there are funds remaining. Should a termination for cause result in greater costs to CCSD, the Seller shall be liable for the additional costs per S.C. law. Further, CCSD has the right of set-off against Seller for funds available from any other procurement action. Should it be determined that a termination for cause was wrongful by a court of competent jurisdiction, it shall convert to a termination for convenience.

25. GOVERNING LAW AND VENUE

This Purchase Order shall be governed by and construed in accordance with the laws of the State of South Carolina.

Venue for any legal action arising from this Purchase Order shall lie exclusively in the Court of Common Pleas located in Charleston County, South Carolina.

26. ORDER OF PRECEDENCE

In the event of a conflict among procurement documents, the following order of precedence shall apply:

1. Executed Contract or Agreement
2. Purchase Order
3. These Terms and Conditions
4. Solicitation and Addenda
5. Specifications and Scope of Work
6. Vendor Proposal, Quote, Response, or Catalog

27. NOTICES

Any notices required related to this transaction will be made in writing to **CCSD, ATTN: Procurement Services, 75 Calhoun Street, Charleston, SC 29401**, and in writing to the Seller at the address indicated on the Purchase Order.

28. ENTIRE AGREEMENT

These Terms and Conditions, together with the Purchase Order and all documents incorporated by reference, constitute the entire agreement between the parties regarding the transaction described herein and supersede all prior discussions, representations, or understandings relating thereto.