

TERMS AND CONDITIONS OF PURCHASE

The Citrus County School Board (CCSB) agrees to purchase from seller the goods/services described in this Purchase Order (order) upon the following terms & conditions.

1. When signed, this is a formal order to buy goods/services specified at the prices stated. Any price increase must have prior approval (including freight) by the Purchasing Department.
 2. CCSB's state sales tax exemption number is: 85-8012621776C-7 and FEIN is 59-6000546.
 3. **INVOICING AND PAYMENT FROM PURCHASE ORDERS:** Payment will be made by CCSB after items have been received, inspected and found to comply with specifications, free of damage or defect and properly invoiced. Payment terms are Net 30 days after receipt of an acceptable invoice. All invoices must bear the purchase order number. Payment for partial shipment shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bill of lading, packages, cases, delivery lists and all correspondence. Invoices must include vendor's name and phone number and clearly list quantities, item descriptions and units of measure. The vendor is required to submit invoices for all requests for payment. Invoices shall be mailed directly to: Accounts Payable, 1007 W Main Street, Building 200, Inverness FL 34450. A separate invoice must be received for each purchase order.
 4. **MYVENDORLINK:** It is the responsibility of the vendor to verify that their online vendor application is correct and updated as needed. This information controls how orders and payments are processed. MyVendorLink can be accessed at www.myvendorlink.com.
 5. Orders must be delivered to the "Shipped To" address as stated on the order. Any deviation, without prior approval, is a Refusal of Shipment. The seller will bear any reshipment or storage charges, which result from a Refusal of Shipment or lost shipment. Shipping instructions furnished by the board will be strictly complied with and shall be considered a part of this order. Any shipment sent COD will not be accepted and will be at the seller's risk. Drop shipments are acceptable, but all invoicing must be in accordance with this order.
 6. The seller agrees that the terms & conditions of any contract(s), bid document(s), drawing(s), specification(s), or any additional document(s), which are attached are incorporated by reference, are adopted and made part of this order. If the contract documents are different from those in this order, then the contract documents take precedence.
 7. **QUALITY:** All deliveries and services furnished under the order must be of the quality specified, must be the best of their respective kinds, and will be subject to inspection and approval of the purchaser within a reasonable time after delivery of goods or completion of service. Goods/services that prove to be defective, and/or not in accordance with specifications, shall be replaced at no additional charge to the board. Rejected materials will be returned at the risk and expense of the seller. If purchaser does not desire replacement, seller is to issue full credit. Vendors will be notified of over shipments and/or incorrect shipments. If return authorizations are not received within thirty (30) days such items shall be considered as donations to the CCSB.
 8. **LIABILITY FOR DAMAGE:** All purchased services for work to be performed upon property owned or controlled by the purchaser will require general liability policy, in accordance with CCSB insurance requirements and will show CCSB as an additional insured. It is also understood and agreed that:
CASUALTY LOSSES: The work will remain at the seller's risk prior to written acceptance by the purchaser and seller will replace at his own expense all work damaged or destroyed by fire, force or violence of the elements or any other cause whatsoever.
INJURY TO EMPLOYEES: The seller will indemnify, hold harmless, and defend the purchaser from all liability for loss, damage or injury to person or property in any manner arising out of or incident to the performance of this contract.
WORKERS COMPENSATION: The seller will indemnify, hold harmless, and defend the purchaser from any and all claims, demands, or suits made or brought against the purchaser on account of any of the terms or provisions of the workmen's compensation law of the state in which said work is to be performed, effective on the date hereof, and any agreements thereto.
 9. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** F.S. 1012.465 and 102.467 known as The Jessica Lunsford Act was enacted in September 2005. The law requires any vendor, individual or entity who is permitted access to school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements. The required level 2 fingerprinting will be conducted through the Purchasing Department of the Citrus County School Board located at building 200, 1007 W Main Street, Inverness FL 34450.
Contact the Purchasing Department at (352) 726-1931 ext. 2323 for the current cost and to make an appointment for you or your personnel to complete level 2 screening.
 10. **FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Citrus County School Board.
 11. **RECORDS RETENTION:** Records will be retained per F.S. 257.36.
- FEDERAL REGULATIONS REQUIREMENTS**
12. **EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)):** All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded more than \$10,000 by the district and their contractors or sub grantees).
 13. **COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)):** All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and sub grants for construction or repair).
 14. **DAVIS-BACON ACT (34 CFR 80.36(i)(5)):** All vendors, contractors and sub-contractors must comply with the David-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and sub-grantees when required by Federal grant program legislation).
 15. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6)):** All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327-330) as supplemented in Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and sub grantees more than \$2000 and more than \$2500 for other contracts which involve the employment of mechanics or laborers.
 16. **ACCESS TO RECORDS (34 CFR 80.36 (i)(10)):** All vendors, contractors and subcontractors shall give access to the CCSB, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for making audit, examination, excerpts and transcriptions.
 17. **RECORDS RETENTION (34 CFR 80.36 (i)(11)):** All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the Citrus County School Board makes final payments and all other pending matters are closed.
 18. **CLEAN AIR ACT (34 CFR 80.36 (i)(12)):** All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air
 19. **ENERGY EFFICIENCY (34 CFR 80.36 (i)(13)):** All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 stat. 871).
 20. **SUSPENSION AND DEBARMENT:** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and sub-contractors certify they are not listed on the Excluded Parties Listing System (EPLS) by the General Services Administration (GSA).
 21. **CANCELLATION / TERMINATION:** In the event, the awarded bidder violates any of the provisions of this bid or fails to perform their obligation under this contract in a manner satisfactory to the Citrus County School Board as per specifications, the Supervisor of Business Operations shall give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the CCSB for immediate cancellation. Failure of the vendor shall give the CCSB the right to cancel this contract, but waivers of this right, in any instance, shall not prevent the subsequent exercise of this right by the CCSB or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service (Title 32, Section (80.36(i)(1)). Upon cancellation, CCSB may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The CCSB reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the CCSB shall be relieved of all obligations under said contract. The CCSB shall only be required to pay to the award bidder that amount of the contract actually performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. The CCSB may cancel the contract upon ninety (90) days written notice for reasons other than cause.
 22. **E-VERIFY:** Every contractor and subcontractor desiring to enter into a contract with e school district shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - a. Contractor must provide evidence of compliance with Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
 - b. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - c. Contractor shall provide a copy of sub-contractor affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - d. Failure to comply with this provision is a material breach of an Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
 - e. For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration during the term of this Agreement.