

# **PURCHASE ORDER GENERAL TERMS AND CONDITIONS**

By accepting a purchase order from the School Board of Pinellas County, Florida (School Board), the parties agree that the School 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.

NOTE: Terms and Conditions may be updated as needed, the current version shall be posted here and shall be in effect to govern the parties.

**BACKGROUND SCREENING:** As required by the Jessica Lunsford Act If any personnel will (1) have access to school grounds when students are present, (2) have direct contact with students or (3) have access to or control of school funds, such personnel are required to be screened at Level 2, to include fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and Federal criminal records checks through the Federal Bureau of Investigation (F.S. 1012.465). The requirements of this law must be met in order for the School Board to contract with your company. For answers to frequently asked questions or to make an appointment to be screened, go to <http://fieldprintflorida.com> code: FPPCSVENDORS. Please note that badges issued by the School Board of Pinellas County are for five years and must be renewed no later than five years from the date of the original fingerprinting. Code FPPCSBADGE

Vendor acknowledges and agrees to abide by the Florida Jessica Lunsford Act (F.S.1012.465) and obtain, at its own cost, Level 2 clearance of all employees, agents, and subcontractors who (1) have access to school grounds when students are present, (2) have direct contact with students, on or off school grounds, or (3) have access to or control of school funds.

**PUBLIC RECORDS LAW:** (F.S.119.0701) requires that the contractor comply with Florida's Public Records laws with respect to services performed on behalf of the School Board specifically, the statute requires that the contractor: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service. (2) upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time a cost that does not exceed the cost provided in Chapter 119 of the F.S. 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 term of this agreement and following completion of the agreement if the contractor does not transfer the record to the School Board (4) upon completion of this agreement, transfer, at no cost to the School Board all public records in the possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the agreement, 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. (5) a request to inspect or copy public records relating to this agreement must be made directly to the School Board. If the School Board does not possess

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the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time. (6) The failure of the contractor to comply with these provisions, if applicable, shall constitute a default and material breach of the agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under F.S. 119.10.

**(7)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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2393, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, [brownangel@pcsb.org](mailto:brownangel@pcsb.org).**

## **E-VERIFY:**

- a) Pursuant to F.S. 448.095, (2020), Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of the Agreement.
- b) Subcontractors
  - i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
  - ii) Contractor shall also require all of its Subcontractors to provide to Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
  - iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- c) Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify during any initial procurement application phase or, if a current vendor, no later than December 10, 2020. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d) Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection D., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

**INVOICES:** All invoices must be itemized and submitted to the School Board with each purchase order being invoiced separately. The School Board purchase order numbers should appear on all invoices. Payment will only be made after the product or service has been received, accepted and accurately invoiced.

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## **PURCHASE ORDERS ISSUED AS A RESULT OF COMPETITIVE SOLICITATION OR APPLICABLE EXEMPTION:**

Any purchase order issued as a result of an award made by competitive solicitation or applicable exemption and approved by the School Board of Pinellas County, will serve as an official contract for that bid. By referencing the applicable bid number, a purchase order incorporates, as part of the contract, all the terms, general and special conditions and specifications contained the original bid and any subsequent addenda issued to the original bid, as well as any exceptions taken by the vendor in response to this bid which were accepted by the board. The purchase order and any subsequent purchase orders referencing a particular bid number, represents the entire agreement between the parties. By commencing performance under a purchase order, the vendor acknowledges acceptance of the terms, conditions and specifications of the contract without exceptions and agrees to be bound by same. Failure to comply with any of these terms, conditions and specifications will constitute a breach of contract on the part of the vendor.

**INSURANCE:** Vendors must maintain workers compensation insurance if required by Florida Statutes. Vendor must also secure and maintain at least \$1 million general liability insurance, per occurrence, \$2 million general aggregate. Vendors who drive company vehicles onto School Board property must also secure and maintain auto liability insurance of at least \$300,000 combined single or (\$100,000 bodily injury per person, \$300,000 bodily injury per accident, and \$100,000 property damage). In addition to these coverage requirements all proof on insurance certificates or documents must list the School Board of Pinellas County as certificate holder and indicate that the School Board of Pinellas County has been added to general liability and auto liability policies as an additional insured. Failure to comply with these provisions may result in removal from the vendor list for a period of up to 3 years.

**AUDIT:** When, in the opinion of the BUYER, any aspect of the contract between the parties requires financial or other auditing or appraisal, representatives designated by the BUYER shall have the right to examine and copy all writings related to the contract in the possession or control of the SELLER, and SELLER agrees to make them available to BUYER at reasonable times for said purposes. BUYER'S right to audit shall extend for a period of one year after completion and acceptance of performance of the contract. SELLER shall include in all subcontracts a like provision under which BUYER shall have the above rights to audit such subcontracts

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

**MODIFICATIONS:** Vendors/contractors shall take no directions to modify (increase, decrease, cancel) a purchase order, once issued, from anyone other than the School 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 or 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.

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**SHIPMENTS:** Unless otherwise specified on the purchase order, all shipments and deliveries must be received within 30 days from the receipt of the purchase order. Notify the ship to location on the purchase order if there is a problem with meeting any/all delivery deadlines. Unless otherwise specified, all shipments must be F.O.B. destination, shipping prepaid and included. NO C.O.D., freight collect orders or over shipments will be accepted. Ship via best means unless otherwise specified. Packing slips must accompany all shipments.

**MSD SHEETS:** Whenever possible, it is requested that all items supplied on each purchase order be packaged using environmentally safe materials.

The School Board of Pinellas County requires that two (2) material data safety sheets be furnished upon initial purchase of chemical or toxic substances. One sheet is to accompany the product shipment and one copy must be sent to:

Safety & Loss Coordinator  
Pinellas County Schools, Risk Management Department  
301 Fourth Street SW  
Largo, FL 33770

Any and all terms and conditions printed on the face of each purchase order form, which vary from the general terms and conditions printed on the back of each form shall have precedence.

**Contractor/Bidder shall ensure that its employees and agents comply with all applicable state laws and regulations regarding safety and security, including rules relating to the physical security of District sites.**

**FEDERAL FUNDS:** When Federal Funds are expended by the School Board, provisions of 2 CFR 200.326 Appendix II pertain as applicable.

[https://portal.ct.gov/-/media/DEMHS/docs/Program-and-Unit-Forms---Advisories/Grants/PA/Public\\_Assistance/2CFR200RequiredContractClausespdf.pdf](https://portal.ct.gov/-/media/DEMHS/docs/Program-and-Unit-Forms---Advisories/Grants/PA/Public_Assistance/2CFR200RequiredContractClausespdf.pdf)