TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR HILLSBOROUGH COUNTY PUBLIC SCHOOLS ("HCPS") INCLUDING THE ORDERS ENCLOSED. WHEN BID, PROPOSAL, CONTRACT TERMS, OR CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER; THE BID, PROPOSAL, OR CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

I. GENERAL INSTRUCTIONS TO SUPPLIER

1. When signed, this is a formal Purchase Order to buy the goods/services specified at the prices stated. Immediately report errors to the General Manager of Procurement or designee listed on the purchase order to request a revision to the purchase order.
2. Changed or altered cost of goods/services may result in a return or cancellation at the Supplier's expense if delivered without prior approval of the General Manager of Procurement or designee.
3. HCPS' State Sales Tax Exemption Number is 85-8012621971C-8 and the Federal Excise Tax Exemption Number is 59 72-0088 K.
4. All invoices shall contain the purchase order number, Supplier's name, Supplier's phone number, quantities, item descriptions, units of measure, and addressed to:
   Hillsborough County Public Schools
   Accounts Payable Department
   P.O. Box 3408
   Tampa, Florida, 33601-3408
5. The purchase order number shall be on all invoices, packages, bills of lading, correspondence, and any other documents pertaining to the order.
6. The discount period will start upon the receipt of goods/services or a correctly completed invoice, whichever occurs last.
7. All shipment receipts must be within 30 days from receipt of this purchase order unless otherwise specified. If unable to deliver by the date specified, contact the General Manager of Procurement or designee immediately. If the goods are not as specified, HCPS will not be responsible for payment or return except at the Supplier's expense.
8. Upon initial purchase, the Supplier must provide HCPS Material Safety Data Sheets ("MSDS"), in compliance with OSHA's Hazard Communication Standard. An additional MSDS must be sent to:
   Hillsborough School District Safety Office
   4224 W. Crest Avenue
   Tampa, Florida 33614
   Telephone: (813) 872-5263
   Facsimile: (813) 356-1471
9. Effective September 1, 2005, changes in legislation under the Jessica Lunsford Act now require all HCPS Supplier and subcontractor representatives to undergo a Level II background screening, which consists of an FDLE/FBI search if Supplier representatives will be at a school when students are present, have direct contact with students, or have access to or control of school funds. If no personnel meet any of the three criteria, the law does not apply and no action needed. Additional information is available by visiting: **www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp**
10. Electronic transmittal of this purchase order, by facsimile machine or other means, shall have the legal significance of a duly executed original delivered to the Supplier.
11. Payment(s) will be made to the Supplier at the address specified for remittance by mail or by electronic transmission.

II. SHIPPING AND RECEIVING INSTRUCTIONS

1. **Delivery**: All shipments are to be made F.O.B. destination, freight prepaid, to receiving point as specified on the purchase order, unless otherwise indicated on the order. HCPS reserves the right to cancel this order, or any unfilled portion for shipments not received as specified.
2. **Marking**: Include packing list in each shipment. Packing list must clearly show the HCPS purchase order number, contents, and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed." Failure to provide a packing list with shipment will allow for acceptance of HCPS buyer's count. Mark (upper left corner of) each package (box, crate, barrel, bundle piece) clearly with (a) shipper's name and address, (b) contents, (c) HCPS purchase order number, and (d) bill of lading number of express receipt number. Supplier's failure to show, on bill of lading, express receipt, or package, the marking as specified above will obligate the Supplier for any extra costs incurred including drayage or demurrage.
3. **Receiving Hours**: Shipments to HCPS facilities receiving hours are from 8:00 a.m. to 3:00 p.m., Mondays through Fridays, excluding HCPS holidays.
4. **Invoices**: Render itemized invoices as indicated in Section I, paragraph 4, "General Instructions to Supplier." HCPS will return invoices without the correct HCPS purchase order number. Separate invoices are required for each purchase order. The "Ship To:" address shall be on each invoice. Returnable containers require separate billing, subject to prompt return, and transportation charges collect.
5. **Payment**: HCPS complies with the Florida Prompt Payment Act (ss. 218.70-218.80). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance.

III. CONDITIONS

1. **Authorization**: HCPS shall assume no liability or obligation to pay for delivered goods/services without a valid purchase order assigned by the General Manager of Procurement or designee.
2. **Change and Alteration**: No changes in conditions, prices, quantities, or deliveries will be made without specific written authorization (change order-Purchase Order Revision) issued by HCPS' General Manager of Procurement or designee. Supplier must immediately report mistakes in prices, discrepancies in quantities, or sizes to the General Manager of Procurement or designee.
3. **Specifications**: Any product/service specifications in the associated bid response and all items attached hereto are hereby made a part hereof as if fully set forth herein. All materials furnished must conform to HCPS specifications, where indicated. There will be no substitutions to requested goods/services without prior approval of the General Manager of Procurement or designee.
4. **Warranty**: The vendor expressly warrants all articles and materials covered by this order to be of quality, quantity, size, description, and dimension specified and free from defects including latent defects. Such warranty shall survive delivery and not be deemed waived by reason, acceptance of receipt, or payment of goods/services.
5. **Inspection Acceptance of Goods**: Goods/services are subject to HCPS inspection and approval at a reasonable time post delivery. HCPS may return materials not meeting specifications (including over-shipments) at the Supplier's expense and risk. HCPS will notify Supplier of failure. Return authorizations for goods/services not received within 30 days will deem such goods/services as donations to HCPS.
6. **Cost of Inspecting or Testing**: Supplier will pay for cost of inspection or testing of property that does not meet specifications. There shall be no replacement of returned or rejected goods/services without prior approval by the General Manager of Procurement or designee. HCPS may return any goods that differ from provided samples, inferior quality, inferior workmanship, or decreased function.
7. **Price**: Except as indicated in Section I, paragraph 2, "General Instructions to Supplier", no order shall be filled where the cost of goods/services has increased
8. **Default**: Supplier default may allow HCPS to procure goods/services from other sources and deduct any monies due, or may become due, to the Supplier, the difference between the price named in the bid/proposal/contract or purchase order and the actual cost to HCPS. HCPS paid prices are the prevailing market price.
9. **Contract**: Supplier received bid/proposal/contract, or purchase order, attached hereto, or by reference, shall constitute, (a) a binding contract on the terms set forth herein, and (b) the entire contract, and is interpreted, construed, and given effect in all respects according to the laws of the State of Florida.
10. **Federal Debarment Certification**: Supplier and its principals agree that acceptance and/or performance of this purchase order constitutes compliance with the Federal Debarment Certification, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at the 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).
11. **Public Entity Crimes**: Supplier certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133 (2) (a).
12. **Fair Labor Standards Act – "Hot Goods"**: Supplier certifies, by acceptance of a bid/proposal/contract, or purchase order, that goods/services are, or will be, produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.