

1. DEFINITIONS: All references herein to SBAC shall mean the School Board of Alachua County, Florida.
2. CONTRACT: The contract resulting from acceptance of this order shall be governed by the laws of the State of Florida and is non-assignable by the vendor.
3. GENERAL: The vendor agrees to protect, defend, and save harmless the SBAC against any demand for payment for the use of any patented material, process, device or article that may enter into the manufacture, construction, or form of any part of the materials or services covered by this order; and the vendor agrees further to indemnify and save harmless the SBAC, its officers, agents and employees from suits or action of every nature and description brought against it for, or on account of any injuries, death, or damages received or sustained by any party or parties by, or from any of the acts of the vendor, its employees or agents.
4. INVOICING: Each invoice for materials or services provided under this order must be submitted as a PDF document to the email address appearing in the Purchase Order "Ship To" field. Hard copy invoices will not be accepted. **The Purchase Order number appearing on the front page of this contract must be clearly marked on the invoice. Failure to do so may cause the invoice to be returned to the vendor for correction and will DELAY payment. Payment terms are Net 30 Days. The number of days will be computed from the date of the invoice. SBAC will not process, and vendor waives all rights to payment, invoices submitted more than 180 days after the date the goods or services were delivered or performed. Payment discounts are encouraged and should be included on any invoice.**
5. DELIVERY: Time is of the essence for this order. Unless otherwise stated, all deliveries shall be made F.O.B. Destination. Deliveries shall be made in quantities and at the time(s) specified in the order furnished by the SBAC. The quantity of materials ordered must not be exceeded without written authority being obtained from the SBAC's Purchasing Department. SBAC may from time to time change delivery schedules or direct temporary suspension of scheduled shipments.
6. PACKAGING & METHOD OF SHIPMENT: Packaging shall be in accordance with the regulations of common carriers, and transportation shall be on the lowest cost-basis, unless other packaging or method of transportation is authorized by SBAC. **All packages must be plainly marked with the shipper's name and the applicable Purchase Order number.**
7. WARRANTY: The vendor expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples or other description, furnished or specified by SBAC, and will be merchantable, of new material, of good workmanship, and free from defects, and fit and sufficient for the purposes intended. **Services:** Vendor will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified personnel, equipment and materials. If all or any part of the services is found by SBAC to be defective (regardless of whether or not payment for such services has been made) for reasons attributable to vendor, vendor shall re-perform at its own expense that aspect of the services found to be defective.
8. CANCELLATION: SBAC may cancel all or any part of this order if the vendor does not make delivery as specified, or if vendor defaults on any of the terms hereof. In the case of default, SBAC may procure the articles or services covered by this order from other sources and hold the vendor responsible for any excess occasioned thereby, as well as availing itself of any other legal remedies deemed necessary and justified by the default condition.
9. INSPECTION: All materials furnished on this order must be as specified, and are subject to SBAC's inspection and approval within a reasonable time after delivery at destination. Materials or services other than those specified in this order must not be substituted without authority from the Purchasing Department. Materials that are either defective or not in accordance with SBAC's specifications will be returned at the vendor's risk and expense.
10. WAIVER: The waiver by SBAC of any of the terms and conditions of this contract shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.
11. INSURANCE: Vendor shall maintain workmen's compensation coverage (statutory) and liability coverage for bodily injury, including death resulting therefrom, and property damage, with reasonable limits.
12. Any inconsistency between the Purchase Order and other documents pertaining to this purchase shall be resolved by giving precedence in the following order: (a) IFB/RFP/ITN Instructions to bidders; (b) the IFB/RFP/ITN specifications; (c) the Purchase Order terms and conditions; (d) other documents, exhibits, and attachments.
13. SBAC shall have the right to terminate this contract, or any services hereunder, for its convenience upon ten (10) days advance written notice to the vendor/bidder. SBAC shall compensate the vendor/bidder for services rendered through the date of termination. SBAC shall not be obligated hereunder nor likewise liable to pay the vendor/bidder any other costs, losses, damages or expenses arising out of or related to the termination of this contract or any services performed hereunder.
14. JESSICA LUNSFORDACT-VENDOR CERTIFICATION: Vendor personnel include permanent employees, subcontractors, and agents. By accepting this purchase order, vendor swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with the requirements of the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida. Failure to comply with the above shall constitute a material breach of this agreement, and SBAC may avail itself of all remedies pursuant to law. Vendor agrees to indemnify and hold harmless SBAC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to vendor's failure to comply with the above. For further information, please go to [www.sbac.edu](http://www.sbac.edu).
15. FEDERAL REGULATIONS: Federal Acquisition Regulations' clause 52.209-6, **Protecting the Government's Interest When Subcontracting with Contractors, Debarred, Suspended or Proposed for Debarment**, is incorporated herein by reference and is applicable to orders >\$25,000. **Equal Employment Opportunity** (34 CFR 80.36(i)(3)) is incorporated herein by reference and is applicable to federally funded construction orders>\$10,000. **Copeland Anti-Kickback Act** (34 CFR 80.36(i)(4); construction or repair orders), **the Davis Bacon Act** (34 CFR 80.36(i)(5); construction orders), and the **Contract Work Hours & Safety Standards Act** (34 CFR 80.36(i)(6); construction orders) are incorporated herein by reference and are applicable to federally funded orders >\$2,000. **Contract Work Hours & Safety Standards Act** also applies to orders >\$2500 which involve the employment of mechanics and laborers. **Clean Air Act (42 U.S.C. 7401-7671q)** and the **Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, are incorporated herein by reference and are applicable to contracts and subgrants of amounts in excess of \$150,000. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** is incorporated herein by reference and are applicable to Contractors that apply or bid for an award exceeding \$100,000. **Procurement of recovered materials (2 CFR 200.323)** is incorporated herein by reference and is applicable to procurements items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. **Prohibition on certain telecommunications and video surveillance services or equipment (2 C FR 200.216)** is incorporated herein by reference and is applicable to the procurement of equipment manufactured by contractors Huawei Technologies Company or ZTE Corporation.
16. PUBLIC ENTITY CRIMES AFFIDAVIT: A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATE-GORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted Bidder list.
17. BUY AMERICAN: To the maximum extent practicable, the SBAC Food Service Department is required to purchase only domestically grown and processed foods, which are defined as commodities or products produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For the purposes of this provision, "substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Vendor certifies that each food product furnished complies with Richard B. Russell National School Lunch Act's Buy American Provision and that at least 51% of the content of each food product furnished consists of agricultural products that were grown domestically. Vendor shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Vendor shall inform SBAC of this fact and SBAC will make the final decision on purchasing the product, in accordance with the best interests of the non-profit child nutrition program.
18. LEASE OR MAINTENANCE AGREEMENT TERMINATION: Any lease agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, SBAC will give notice to vendor no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to vendor and all obligations of the parties to each other shall cease. Any maintenance agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this maintenance agreement is not approved for any year during its term, SBAC will give notice to vendor no later than September 30, and this maintenance agreement will terminate thirty (30) calendar days after this notice. At that time, all obligations of the parties to each other shall cease.
19. RECORDS RETENTION AND ACCESS: Vendor shall retain records associated with the goods and services purchased herein for a period of three years following final payment. Vendor shall, with reasonable notice, provide SBAC access to these records during the above retention period.
20. CONFIDENTIAL INFORMATION: Vendor recognizes and acknowledges that Vendor, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBAC networks (hereinafter "Confidential Information"). Vendor agrees that neither it nor any agent, employee officer, or subcontractor will at any time, either during or subsequent to the fulfillment of its contractual obligations hereunder, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SBAC in writing, any Confidential Information. In addition, following fulfillment of all contractual obligations hereunder, Vendor, its agents, employees, officers, and subcontractors shall either destroy or return to SBAC all Confidential Information. With 72-hours written notification, SBAC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the Vendor's facilities and equipment. Further, Vendor shall comply with SBAC's "Information Security Responsibilities" document, incorporated herein by reference.
21. PUBLIC RECORDS LAW: Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this Contract, and will specifically: a. Keep and maintain public records required by SBAC to perform the service; b. Upon request from SBAC's custodian of public records, provide SBAC 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 119, Florida Statutes or as otherwise provided by law; c. 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 Contract term and following completion of the Contract if Vendor does not transfer the records to SBAC; d. Upon completion of the Contract, transfer, at no cost, to SBAC all public records in possession of Vendor or keep and maintain public records required by SBAC to perform the service. If Vendor elects to transfer all public records to SBAC upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBAC, upon request of the SBAC's custodian of public records, in a format that is compatible with the information technology systems of SBAC.
22. E-VERIFY: (a) Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, Vendor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Contract. (b) Subcontractors and Consultants: (i) Vendor shall require all subcontractors and consultants performing work under this Contract to use the E-Verify system for any employees they may hire during the term of this Contract, (ii) Subcontractors and Consultants shall provide Vendor with an affidavit stating the subcontractor or consultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095, (iii) Vendor shall maintain a copy of all affidavits, (iv) Vendor shall, within 24 hours of request by SBAC, provide a copy of affidavit to SBAC. (c) Vendor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Vendor's E-Verify number. (d) Failure to comply with this provision is a material breach of the Contract, and SBAC may choose to terminate the Contract at its sole discretion. Vendor may be liable for all costs associated with SBAC securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).