

## TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR THE HERNANDO COUNTY SCHOOL DISTRICT ("HCSB" / "DISTRICT") 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. VENDOR'S PROPOSED TERMS AND CONDITIONS WILL BE REJECTED -- ALL PURCHASES ARE SUBJECT TO THE TERMS AND CONDITIONS ON THIS PURCHASE ORDER, SIGNED BID/PROPOSAL, SIGNED CONTRACT AND/OR STANDARD ADDENDUM.

### GENERAL

1. **Purchase Order:** When signed, this is a formal Purchase Order to buy the goods/services specified at the prices stated. Immediately report errors to the Purchasing Department or designee listed on the purchase order to request a revision to the purchase order.
2. **Cost of Goods:** Altered cost of goods/services may result in a return or cancellation at the vendor's expense if delivered without prior approval from the Purchasing Department or designee listed on the Purchase Order.
3. **Legal:** Electronic transmittal of this purchase order shall have the legal significance of a duly executed original delivered to the vendor.
4. **MSDS:** Material Safety Data Sheets (MSDS) shall be furnished upon initial purchase of any chemical or toxic substance.
5. **SREF:** All work performed under this Purchase Order shall meet the requirements of the most current edition of the State Requirements for Educational Facilities (SREF), Florida building Codes and Florida Fire Prevention Code.
6. **COI:** Valid Insurance Certificates (COI) as required by Florida Statutes and Florida Worker's Compensation laws, must be on file with the District prior to commencement of any work on School District property.
7. **Liquidated Damages:** In addition to all other remedies, liquidated damages equal to 25% of the total dollars shall be assessed for default, non-performance of services. Failure to pay in fifteen (15) days, vendor shall lose eligibility to do business with the District for a two (2) year period.
8. **Jessica Lunsford Act:** Effective September 1, 2005, changes in legislation under the Jessica Lunsford Act requires any HCSB vendors/contractors, their personnel, and agents, including sub contractual personnel, who have access to school grounds, regardless of the time or day, must undergo the Level 2 screening requirements, which consists of an FDLE/FBI search. If you have no personnel who meet this criterion, the law does not apply to you, and you do not need to do anything further. Additional information is available by visiting: <https://www.hernandoschools.org/departments/purchasing/jessica-lunsford-implementation-procedures-for-vendors-and-contractors>
9. **E-Verify:** Pursuant to Florida Statute 448.095, all contractors shall use the U.S. Department of Homeland Security's E-Verify system, [e-verify.gov](https://e-verify.gov) to verify the employment eligibility of all employees hired during the term of this agreement. Additional information is available by visiting: <https://www.hernandoschools.org/departments/purchasing/e-verify>
10. **Authorization:** HCSB 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.
11. **Changes or Modifications:** The vendor shall make no modifications, alterations or changes in conditions, prices, quantities, or deliveries will be made without specific written authorization (Reprint-Purchase Order Revision) issued by HCSB's Purchasing Department. The vendor must immediately report any error(s) or discrepancies to the Purchasing Department or designee listed in the Purchase Order.
12. **Pricing:** No purchase order shall be filled where the cost of goods/services has increased without authorization and issue reprinted Purchase Order.
13. **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 HCSB specifications, where indicated. There will be no substitutions to requested goods/services without prior approval from the Purchasing Department or designee listed in the Purchase Order.
14. **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.
15. **Inspection Acceptance of Goods:** Goods/services are subject to HCSB inspection and approval at a reasonable time post-delivery. HCSB may return materials not meeting specifications (including over-shipments) at the Vendor's expense and risk. HCSB will notify Vendor of failure. Return authorizations for goods/services not received within 30 days will deem such goods/services as donations to HCSB.
16. **Contract:** Vendor 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.
17. **Federal Debarment Certification:** Vendor 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).
18. **Public Entity Crimes:** Vendor certifies, by acceptance of this purchase order, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per Florida Statute 287.133(2)(a).
19. **Fair Labor Standards Act:** Vendor 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.
20. **Coercion for Labor and Services:** Vendor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

## SHIPPING, RECEIVING AND INVOICING

1. **Invoices:** All invoices shall contain the 10-digit purchase order number, Supplier's name, Supplier's phone number and shall be itemized to show quantities, item descriptions, units of measure, and total cost. Invoices are to be sent to the designee indicated in the body of the Purchase Order. Separate invoices are required for each Purchase Order.
2. **Delivery:** Purchases are FOB destination, shipping included, unless otherwise stated, to receiving point as specified on the purchase order. HCSB reserves the right to cancel this order, or any unfilled portion for shipments not received as specified.
3. **Packing List:** Vendor to include packing list in each shipment. Packing list must clearly show HCSB's 10-digit Purchase Order number, contents, and shipper's name and address. Final shipment should be marked "Order Completed." Failure to provide a packing list with shipment will allow for acceptance of HCSB's count.
4. **Inspection:** All shipments of material accepted are subject to inspection and approval by the purchaser. Seller must pay transportation both ways on returned goods if seller is at fault.
5. **Receiving Hours:** Shipment to HCSB's sites can be made Monday-Friday from 8:00 am to 3:00 pm, (excluding holidays) except where indicated. Some district sites do not have receiving docks, please call the ship to location on the Purchase Order to verify prior to any attempted deliveries.
6. **Taxes:** The district is not subject to federal or state sales taxes.
7. **Due Date:** Unless otherwise specified, all shipments must be received within thirty (30) days from receipt of this purchase order. Notify the designee listed on purchase order if there is an issue meeting any delivery deadlines.
8. **Packaging:** Whenever possible, it is requested that all item supplied be packaged using environmentally safe materials.
9. **Payment:** Payments will only be made from the submittal of an original invoice. Payments are normally completed within 45 days of receipt of the original invoice. The Finance Department currently processes payments twice monthly.

## SPECIAL CONDITIONS

**Federal Funding:** Purchase Orders being funded, in whole or in part, using federal funding shall be subject to the Federal Terms & Conditions posted to the district's purchasing dept Website: <https://www.hernandoschools.org/departments/purchasing/index>

**Scrutinized Companies:** In accordance with Chapters 215 and 287, Florida Statutes, the District is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, included all wholly owned subsidiaries, majority-owned subsidiaries and parent companies, that exists for the purpose of making profit." By entering into this Agreement, the Contractor certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists.

**Public Records Addendum (as applicable):** Contractor's responsibility for compliance with chapter 119, Florida Statutes. Pursuant to Section 119.0701, F.S., Contractor agrees to comply with all public records laws, specifically to:

*Keep and maintain public records required by the School Board to perform the service.*

The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

If a contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the Hernando County School Board, custodian of public records at (352) 797-7000. A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

## ADDITIONAL INFORMATION

**Vendor Registration:** Vendors wishing to conduct business with the district are required to register on Purchasing's online solicitation platform at [www.bidnetdirect.com](http://www.bidnetdirect.com). There is no vendor fee for this service. Simply register by selected "Limited Package". It will be the vendor's responsibility to ensure their information is kept up to date. All Purchasing Department Bids will be posted on our Bidnet Direct site.

**Current Bid Opportunities:** <https://www.bidnetdirect.com/florida/hernandoschools>

Approved as to Content & Form  
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