By accepting a purchase order from Lake Wales Charter Schools, Inc (System), the parties agree that the System’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.

The System’s Purchase Order Terms and Conditions may be updated from time to time and the then-current version posted on the System’s website shall control and be in effect to govern the parties.

**INVOICES AND PAYMENT FROM PURCHASE ORDERS:** All invoices must be itemized and submitted to the System with each purchase order being invoiced separately. The System purchase order number should appear on all invoices. Payment will only be made after the commodity or service has been received, accepted, and accurately invoiced.

**COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Systems/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement.

**ANTI-DISCRIMINATION:** Neither the vendor/contractor nor the System will discriminate against faculty, staff, contractors, or students on the basis of age, color, disability, ethnic origin, nationality, genetic information, gender, including gender identity, sexual orientation or gender expression, race, religion, or veteran status, or any other category protected by federal, state, or local law in its educational programs, website accessibility, admission policies, financial aid, employment or other school-administered programs. The Parties will abide by the System’s anti-discrimination and anti-bullying policies in accordance with the law while accomplishing this contract.

**SALES TAX:** The System is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013123274C-4)

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

**ASSIGNMENT:** Purchase orders issued by the System are not transferable and cannot be assigned to any other vendor, contractor, bank, lending institution, or any representative or individual.

**BID TERMS:** If a purchase order is a result of a bid or proposal award, all conditions, provisions and specifications of the bid/proposal shall become a part of and are incorporated into the order.

**INSPECTION**: Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the vendor until acceptance by the System.

**LIABILITY:** The System’s liability will not exceed the value of the purchase order. As a Florida statutory corporation, the System does not waive its sovereign immunity or its self-insured status consistent with §768.28, Florida Statutes. Further, the System will not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

**INDEMNIFICATION – INSURANCE:** Contractor agrees to indemnify, save, and hold harmless the System, School Board, its employees, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees arising out of the services provided under this Purchase Order. Contractor agrees to maintain insurance sufficient to protect the interests of the System. Verification must be provided upon request.

**CANCELLATION:** The System reserves the right to cancel a purchase order and refuse acceptance of damaged, defective, or inferior goods or services as a material breach.

**DELIVERY:** Deliveries are to be made to the indicated ship to address between the hours of 9:00 A.M. and 3:00 P.M. Monday through Friday, excluding holidays unless otherwise stipulated. The contractor shall notify the receiving site of deliveries that require special handling and/or assistance for off-loading. All delivery containers must be marked with the Lake Wales Charter School System purchase order number.

**FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR, Part 180, as defined at 2 CFR Part 180, Section 300.

1) The prospective lower-tier participant certifies, by acceptance of a purchase order, that neither it nor its principals, its agents, or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower-tier participant is unable to certify any of the statements in this certification, such prospective participant shall submit a written explanation to the Purchasing Department. Where this is the case, the vendor is not authorized to provide goods or services on the purchase order until the vendor receives written approval from the Purchasing Department.

**FEDERAL FUNDS:** When Federal funds are expended by the System, the following provisions of 2 CFR 200 Appendix II pertain as applicable. To access this information online, use the link below:

<https://ecfr.federalregister.gov/on/2021-05-10/title-2/subtitle-A/chapter-II/part-200#Appendix-II-to-Part-200>

**TERMINATION**: This contract may be terminated without liability to the System in whole or in part when it is deemed to be in the best interest of the System to so act. Notification of termination must be in writing and issued by the Principal and/or Chief Financial Officer.

**DEFAULT (CAUSE).** The System may terminate all or any part of a purchase order by giving notice of default to vendor/contractor if vendor/contractor:

Refuses or fails to deliver the goods or services within the time specified;

Fails to comply with any of the provisions of the purchase order or so fails to make progress as to endanger performances, hereunder, or;

Becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the System’s liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.

Termination for cause includes terminations under 287.135, F.S.

**CONVENIENCE.** The System may terminate for its convenience at any time, in whole or in part. The vendor/contractor shall stop work immediately upon notification of termination unless otherwise agreed upon. In the event of termination for convenience, the System’s sole obligations will be to reimburse the vendor/contractor for:

Those goods or services actually shipped/performed and accepted up to the date of termination, and

Costs incurred by vendor/contractor for unfinished goods, which are specifically manufactured for the School System and which are not standard products of the vendor/contractor, as of the date of termination, and a reasonable profit thereon.

In no event is the School System responsible for either loss of anticipated profit or reimbursement exceeding the purchase order value.

**FUNDING.** Contracts awarded hereunder are subject to the appropriation and availability of funds as approved by the Lake Wales Charter School System. In the event funds for the specific purpose of this purchase order are not appropriated or are insufficient, the contract may be terminated immediately without penalty or expense to the System of any kind whatsoever.

**EMPLOYMENT ELIGIBILITY VERIFICATION (“E-VERIFY”):** Section 448.095, Florida Statutes. The employment of unauthorized aliens by any Vendor/contractor or subcontractor is considered a violation of Section 274A(e) of the federal Immigration and Nationality Act. Florida law requires registration with and use of the federal employment eligibility verification (“E-Verify”) system on state contracts for goods and services. If the contractor or subcontractor knowingly employs unauthorized aliens, such violation will be cause for immediate contract termination as a matter of law. The contractor or subcontractor will be barred from any other contracts with the School System and may be required to cover any additional costs incurred by the School System. Contact the Central Administrative Office for more information if you are unsure of the requirements this imposes.

**CONFIDENTIAL INFORMATION:** The Parties agree to maintain confidential records and information pursuant to law (like the Federal Education Right Privacy Act, Health Insurance Portability and Accountability Act, etc.). Regarding Data Storage/Breaches, the Vendor will employ commercial best practices for ensuring the security of all School System data including but not limited to electronic, spoken, and paper information accessed, used, created, maintained, disposed of, or otherwise handled (hereafter “information activities”) in the course of the Vendor's performance of this contract. In the event of a breach of security as defined in Section 501.171, Florida Statutes, the Vendor shall notify the School System immediately, but no later than ten calendar days following a determination of a breach of data security. Additionally, the Vendor shall fully cooperate, at its own expense, with the School System regarding the School System’s statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the Parties acknowledge that LWCS, as a local governmental entity, is subject to the State of Florida's public record laws, as mentioned below. Should a request be made for disclosure of confidential records of the Vendor, LWCS shall provide notice to the other party who may then, at its discretion, respond to the request. Should the Vendor not disclose the records or documents, the Vendor will defend and indemnify LWCS for any fees and costs that are incurred or taxed against the LWCS because of the non-disclosure.