ST. LUCIE WEST SERVICES DISTRICT
STANDARD TERMS & CONDITIONS (PURCHASE ORDER)

In these Standard Terms and Conditions ("STC"), the ST. LUCIE WEST SERVICES DISTRICT shall be referred to as the **"DISTRICT,"** and the vendor identified on the applicable Purchase Order shall be referred to as the **"SELLER" or "CONTRACTOR".**

These STC consist of the Supplemental Contract Requirements and the Statutory Addendum. These STC shall apply to each Written Agreement issued through a Purchase Order between the DISTRICT and the SELLER during the term of the applicable Purchase Order, unless superseded by a subsequently issued version of these STC or otherwise modified or terminated in writing.

As used herein, **"Written Agreement"** means the complete contractual agreement between the DISTRICT and the SELLER consisting of the applicable Purchase Order and any documents incorporated therein, including, but not limited to, proposals, estimates, quotations, scopes of work, specifications, exhibits, attachments, or other written documents identified in or attached to the Purchase Order.

Each Written Agreement issued through a Purchase Order shall incorporate these STC by reference and shall be governed by them unless expressly modified in a written instrument executed by authorized representatives of both parties in accordance with the ENTIRE AGREEMENT; MERGER section of these STC.

Notwithstanding the foregoing, any provision of these STC required by applicable federal, state, or local law, including statutory compliance requirements applicable to public entities, may not be waived, modified, or excluded except to the extent expressly permitted by applicable law.

SUPPLEMENTAL CONTRACT REQUIREMENTS

INVOICES AND PAYMENTS. The SELLER shall submit a separate invoice for each Written Agreement or purchase release after each delivery. Invoices other than lump sum payments shall be substantiated by adequate supporting documentation, including an itemization of the date, hours expended, description of the deliverable and if applicable, transportation charges, the bill of lading and the freight waybill. The SELLER's invoice shall reference the applicable Written Agreement or other District-assigned project or authorization number, if any and shall be submitted electronically to thudman@slwsd.org or mailed to ACCOUNTS PAYABLE, St. Lucie West Services District, 450 S.W. Utility Drive, Port St. Lucie, FL 34986. The DISTRICT is exempt from Federal Excise Tax, Transportation Tax, and State Sales Tax. Do not include these taxes in your invoice. The SELLER shall submit a W-9 form before payment can be issued. The time at which payment shall be due from the DISTRICT shall be as set forth in accordance with the State of Florida Prompt Payment Act. The payment period shall be calculated from the date acceptable Invoices are received or the date goods are received, whichever occurs later. The DISTRICT shall not be responsible for penalties, late fees, finance charges, or other amounts imposed by SELLER unless expressly required by applicable law.

INDEMNIFICATION AND HOLD HARMLESS. SELLER agrees to indemnify, defend, and hold harmless the DISTRICT, its officers, agents, employees, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees and costs of defense, arising out of or resulting from the negligent acts, errors, omissions, misconduct, violations of law, or other wrongful conduct of SELLER, its employees, agents, subcontractors, suppliers, or other persons or entities acting on behalf of SELLER in connection with the performance of this Written Agreement.

SELLER shall be responsible for the acts, errors, omissions, and conduct of its employees, agents, subcontractors, and representatives and shall promptly assume the defense of any claim for which SELLER has an indemnification obligation under this provision. The DISTRICT shall have the right to participate in such defense with counsel of its own choosing. SELLER shall not settle any claim or admit liability on behalf of the DISTRICT without the prior written consent of the DISTRICT.

This indemnification obligation shall apply regardless of whether any insurance coverage maintained by SELLER is determined to be applicable and shall survive the expiration, completion, or termination of this Written Agreement.

TERMINATION FOR DEFAULT. DISTRICT may, by written notice of default mailed to SELLER, terminate this Written Agreement, in whole or in part: (1) immediately, for failure of SELLER to deliver the goods or to supply the services within the time specified herein; (2) for failure of SELLER to perform any of the provisions of this Written Agreement; or for failure of SELLER to make sufficient progress in the work under this Written Agreement, so as to endanger, in DISTRICT's sole opinion, the timely and proper performance of DISTRICT's contractual obligations to others; (3) because of defects in supplies, workmanship or quality, or because services or products furnished are not in accordance with approved samples or specifications issued in connection herewith, or if performance by SELLER is prevented by causes beyond SELLER's control, or if SELLER fails to comply with the other terms and conditions of this Written Agreement, or if SELLER is bankrupt, insolvent or has a receiver appointed for it; or (4) immediately, if SELLER has failed to perform, in whole or in part, under another DISTRICT Written Agreement, Contract, or agreement, which, in the sole opinion of the DISTRICT, places the DISTRICT in fear that SELLER will not be able to perform under this Written Agreement. However, under (2) and (3) above, termination shall occur only after SELLER's failure to cure such default within seven (7) days after DISTRICT sends notice to SELLER.

TERMINATION FOR CONVENIENCE. The DISTRICT may terminate this Written Agreement with or without cause at any time for convenience upon thirty (30) calendar days prior written notice to the SELLER. In the event of termination for convenience, the DISTRICT shall compensate the SELLER for all authorized and accepted deliverables. The DISTRICT shall be relieved of all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Written Agreement. The DISTRICT may withhold all payments to the SELLER for such work until such time as the DISTRICT determines the exact amount due to the SELLER. SELLER shall cease work immediately upon receipt of such notice unless otherwise directed by the DISTRICT.

RECORDS RETENTION/AUDIT. The SELLER shall maintain all records, books and documents pertinent to the performance of this Written Agreement in accordance with generally accepted accounting principles consistently applied. The DISTRICT shall have inspection and audit rights to such records for a period of five (5) years from final payment or for the period required by applicable law, whichever is longer. Records relating to any legal disputes arising from performance under this Written Agreement shall be made available until final disposition.

NON-DISCRIMINATION. SELLER assures that no person shall, on the grounds of race, color, religion, pregnancy, national origin, disability, age, marital status, sex, or any other classification protected by applicable law, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with the performance of this Written Agreement. SELLER shall take all measures necessary to ensure compliance with this provision.

DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS. SELLER certifies that neither it nor any of its affiliates, as defined in Sections 287.133, 287.134, and 287.137, Florida Statutes, has been placed on the Convicted Vendor List pursuant to Section 287.133, Florida Statutes; the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes; or the Antitrust Violator Vendor List pursuant to Section 287.137, Florida Statutes.

SELLER further certifies that it is eligible to contract with the DISTRICT and that neither SELLER nor any of its affiliates is prohibited from submitting bids, proposals, or replies, entering into contracts, performing work, or transacting business with a public entity under applicable Florida law.

SELLER agrees that it shall immediately notify the DISTRICT if SELLER or any of its affiliates is placed on any of the foregoing lists during the term of this Written Agreement. The DISTRICT may terminate this Written Agreement immediately upon written notice if SELLER or any of its affiliates becomes subject to a statutory prohibition that prevents the DISTRICT from contracting with SELLER.

DISTRICT'S TAX EXEMPTION. The SELLER shall not utilize the DISTRICT'S exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the DISTRICT. The SELLER shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Written Agreement.

ASSIGNMENT AND CHANGE OF CONTROL. SELLER shall not delegate, sublet, or subcontract any duties nor assign any rights or claims under this Written Agreement, without the prior express written consent of the DISTRICT. Failure to comply with the provisions in this paragraph shall affect, at the option of the DISTRICT, a cancellation of the DISTRICT's obligations hereunder. If SELLER sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the DISTRICT within ten (10) days.

COMPLIANCE/LICENSES. The SELLER, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Written Agreement. SELLER will comply with all requirements of 28 C.F.R. § 35.151.

APPLICABLE LAW/VENUE. The laws of the State of Florida shall govern all aspects of the Written Agreement, including but not limited to the provisions of the Florida Uniform Commercial Code, Chapters 671-679, Florida Statutes, for any terms and conditions not specifically stated in this Written Agreement. In the event it is necessary for either party to initiate legal action regarding the Written Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, for claims under state law, and in the Southern District of Florida for any claims which are justifiable in federal court.

SHIPMENT UNDER RESERVATION PROHIBITED. SELLER is not authorized to ship the goods with any reservations and no tender of a bill of lading will substitute as a tender of the goods.

DELIVERY TERMS & TRANSPORTATION CHARGES. Delivery is "F.O.B. Destination" unless delivery terms are otherwise specified in the Written Agreement. If the DISTRICT agrees in writing to reimburse SELLER for transportation costs, the DISTRICT shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the SELLER until the goods are received and accepted by the DISTRICT. Rejected materials will be returned to the SELLER at the SELLER's risk and expense. SELLER shall promptly notify DISTRICT of deliveries that require special handling and/or assistance for off-loading. SELLER'S failure to promptly notify DISTRICT concerning this type of delivery shall result in billing to SELLER of any resulting re-delivery, storage, or handling charges. Unless otherwise specified, all deliveries are to be made during the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays.

INSPECTION. DISTRICT shall have a reasonable period after receipt to inspect goods and services supplied and to reject (in whole or in part), or to retain (in whole or in part) subject to a claim for damages, such goods and services as are in its judgement defective. Goods rejected and goods supplied in excess of quantities specified in the Written Agreement may be returned at SELLER's risk and expense for credit or replacement at DISTRICT's option, and all handling and transportation expenses both ways shall be assumed by SELLER. Payment for, or use of, any or all the goods or services supplied hereunder shall not constitute acceptance or waiver of defects by the DISTRICT.

SELLER TO PACKAGE GOODS. SELLER will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (1) SELLER’s name and address; (2) consignee’s name, address and Written Agreement; (3) container number and total number of containers, e.g. box 1 of 4 boxes; and (4) the number of the container bearing the packing slip. SELLER shall bear the cost of packaging unless otherwise specified in the Written Agreement.

QUANTITY. The specific quantity ordered must be delivered in full and not be changed without the DISTRICT's prior consent in writing. Any unauthorized quantity received is subject to the DISTRICT’s rejection and return at SELLER's expense. No allowances for trade practices will be accepted unless expressly agreed to by DISTRICT in writing.

MATERIAL SAFETY DATA SHEET. The SELLER agrees to furnish the DISTRICT with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida law. Appropriate labels and MSDS’s shall be provided for all shipments. Send MSDS’s and other pertinent data to: St. Lucie West Services District, District Manager, 450 S.W. Utility Drive, Port St. Lucie, FL 34986.

COMPENSATION/CONSIDERATION. The total consideration for all work required by the DISTRICT pursuant to the Written Agreement shall not exceed the amount indicated on the Written Agreement. Such amount includes all expenses the SELLER may incur, and therefore no additional compensation shall be authorized unless approved in writing by the DISTRICT. Where applicable under Florida law, SELLER certifies to truth-in-negotiation requirements and specifically represents that wage rates, factual unit costs, and other factual cost information supporting the consideration are accurate, complete, and current at the time of contracting.

INDEPENDENT CONTRACTOR. The SELLER shall be considered an independent contractor and nothing in this Written Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Written Agreement. Both parties are free to enter into contracts with other parties for similar services. The DISTRICT assumes no duty with regard to the supervision of the SELLER and the SELLER shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Written Agreement. In the event the SELLER is a sole proprietor, the SELLER is responsible for submitting legally required returns to the Federal Government.

SEVERABILITY. Should any term or provision of this Written Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Written Agreement, to the extent that the Written Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

DISPUTES. In the event a dispute arises which cannot be resolved between, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the parties and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

CONFLICT OF INTEREST. SELLER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SELLER, to solicit or secure this Written Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for SELLER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Written Agreement. SELLER represents that no District official or employee has any interest, whether direct or indirect, in SELLER's business, this Written Agreement, or the proceeds thereof.

WARRANTIES. SELLER warrants that:

(1) All goods supplied shall be new, free from defects in materials and workmanship, of merchantable quality, fit for their intended purpose, and conform to specifications, samples, or descriptions provided.

(2) All services shall be performed in a professional and workmanlike manner in accordance with industry standards.

(3) SELLER has good title to all goods supplied and the goods are free from liens and encumbrances.

(4) The goods and services do not infringe any patent, trademark, copyright, or other intellectual property right.

These warranties shall survive inspection, acceptance, and payment, and shall remain in effect for a minimum of one (1) year from the date of acceptance unless a longer warranty period is specified in the Written Agreement or provided by the manufacturer. SELLER's warranty obligations are in addition to, not in lieu of, any manufacturer's warranty.

BASIC INSURANCE REQUIREMENTS. SELLER shall secure and maintain, at its own expense, insurance coverage as follows:

(1) Commercial General Liability insurance with minimum limits of $1,000,000 per occurrence for bodily injury and property damage and $2,000,000 in aggregate.

(2) Workers' Compensation insurance as required by Florida law, including Employer's Liability coverage with minimum limits each accident $500,000; each employee $500,000; policy limit $500,000 or a valid Workers’ Compensation exemption certificate provided such exemption is valid under Florida law.

(3) If using vehicles in the performance of services, Automobile Liability insurance with minimum limits of $1,000,000 combined single limit.

(4) For professional services, Professional Liability (Errors & Omissions) insurance with minimum limits of $1,000,000 per claim. This applies to any vendor providing "intellectual" or "licensed" services where the primary product is expert guidance rather than physical labor. Examples include but are not limited to engineers, architects, environmental consultants, and legal or financial advisors.

SELLER shall provide certificates of insurance to the DISTRICT prior to commencement of work. All policies (except workers’ compensation and professional liability) shall name the DISTRICT as an additional insured on a primary and non-contributory basis, and shall provide for 30 days' written notice to the DISTRICT of cancellation or material change. SELLER shall provide a Waiver of Subrogation in favor of the DISTRICT on all required policies (General Liability, Auto, and Workers' Compensation). Insurance requirements may be waived or modified by the DISTRICT for "low-risk" services. Examples of "low-risk" may include but not limited to:

(1) Off-the-Shelf Commodities: Purchases of physical goods delivered via common carrier (e.g., office supplies, janitorial consumables, equipment parts) where the vendor has no physical presence on district property .

(2) Administrative Small Purchases: Below a threshold of $5,000 for general goods.

(3) Remote Services: Software-as-a-Service (SaaS) or remote IT support where no on-site labor or access to critical physical infrastructure is required.

ENTIRE AGREEMENT; MERGER. These Standard Terms and Conditions ("STC"), together with the applicable Written Agreement, constitute the entire agreement between the DISTRICT and SELLER with respect to the subject matter thereof and supersede all prior or contemporaneous negotiations, discussions, representations, understandings, proposals, quotations, estimates, acknowledgments, purchase order acknowledgments, invoices, and agreements, whether written or oral. The applicable Written Agreement consists of the Purchase Order and any documents incorporated therein, together with these STC.

No amendment, modification, waiver, rescission, or addition to these STC or the Written Agreement shall be effective unless set forth in a written instrument executed by authorized representatives of both parties.

Reference in the Written Agreement to any proposal, quotation, estimate, invoice, acknowledgment, packing slip, website, or other document of the SELLER shall not constitute acceptance by the DISTRICT of any terms or conditions contained therein. Such documents are incorporated solely for the purpose of identifying the scope of work, goods or services to be provided, agreed pricing, payment terms, service period, and other transaction-specific terms expressly accepted by the DISTRICT, unless expressly stated otherwise in a written instrument executed by authorized representatives of both parties.

Any terms or conditions contained in any proposal, quotation, estimate, acknowledgment, invoice, packing slip, website, or other document issued by the SELLER that are additional to, inconsistent with, or different from these STC or the Written Agreement are expressly rejected and shall not become part of the agreement between the parties.

Any acknowledgment, acceptance, confirmation, or other document issued by the SELLER that contains additional or different terms shall constitute a counteroffer only and shall not be binding upon the DISTRICT unless expressly accepted in a written instrument executed by authorized representatives of the DISTRICT. Silence, payment, acceptance of goods or services, or any other act by the DISTRICT shall not constitute acceptance of such counteroffer or any additional or different terms.

If the SELLER proceeds with performance, shipment of goods, or provision of services after receipt of the Purchase Order, such action shall constitute SELLER's acceptance of the applicable Written Agreement, including these STC, as the exclusive terms governing the parties' agreement.

ORDER OF PRECEDENCE. In the event of any conflict or inconsistency between documents, the following order of precedence shall govern:

(1) A fully executed formal contract or master agreement between the DISTRICT and SELLER that expressly applies to the applicable Written Agreement, if any;

(2) The applicable Written Agreement, including any project-specific scope of work, pricing, payment terms, service period, or other transaction-specific terms expressly accepted by the DISTRICT; provided, however, that SELLER's standard, preprinted, incorporated, or referenced terms and conditions shall not be deemed expressly accepted solely because they are contained in, attached to, or referenced by the Written Agreement;

(3) These Standard Terms and Conditions; and

(4) Any other documents or terms submitted by SELLER that are not expressly incorporated into the Written Agreement.

If the District expressly accepts the SELLER's Terms & Conditions in writing, those Terms & Conditions shall be incorporated into the Written Agreement. However, in the event of any conflict between the SELLER's Terms & Conditions and the District's Standard Terms and Conditions, the District's Standard Terms and Conditions shall control unless the District expressly agrees in writing that a specific SELLER term shall supersede the conflicting District provision.

STATUTORY ADDENDUM

The following statutory certifications, affidavits, and contractual requirements form part of these Standard Terms & Conditions ("STC") and are incorporated into each applicable Written Agreement, including Purchase Orders, issued by the ST. LUCIE WEST SERVICES DISTRICT ("DISTRICT").

For Written Agreements issued through a Purchase Order, the SELLER's acceptance, acknowledgment, execution, performance, delivery of goods, commencement of services, or other action demonstrating acceptance of the Purchase Order shall constitute SELLER's agreement to be bound by these STC, including this Statutory Addendum, without the requirement of a separate signature on the STC.

Unless otherwise expressly stated in the applicable Written Agreement, these STC and this Statutory Addendum shall apply only to the applicable Written Agreement and shall remain effective for the duration of that Written Agreement, including any authorized renewals, extensions, or amendments thereto.

For purposes of this Statutory Addendum, the term "Written Agreement" includes any purchase order, task order, work authorization, amendment, renewal, extension, or other written contractual engagement entered into between the DISTRICT and SELLER. When incorporated into a Purchase Order, the applicable STC shall govern only that Purchase Order and shall not automatically apply to future Purchase Orders or other Written Agreements unless expressly incorporated therein.

In consideration of the mutual promises contained in the applicable Written Agreement and these STC, the DISTRICT and SELLER agree to the following additional terms and conditions.

E-VERIFY COMPLIANCE. A public agency or a CONTRACTOR or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Sec. 448.095(5)(a), Florida Statutes. Pursuant to Section 448.095(5), Florida Statutes, the CONTRACTOR shall:

(1) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under a Written Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(2) Secure an affidavit from all subcontractors (providing services or receiving funding under a Written Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";

(3) Maintain copies of all subcontractor affidavits for the duration of this Addendum and any applicable Written Agreement and provide the same to the DISTRICT upon request;

(4) The CONTRACTOR agrees that by signing below, CONTRACTOR affirms that it will comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

(5) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the applicable Written Agreement.

(6) By signing below, SELLER attests to compliance with these requirements. The DISTRICT may terminate this Written Agreement immediately if SELLER fails to comply with these provisions.

HUMAN TRAFFICKING. In accordance with Section 787.06(13), Florida Statutes, requires that:

(1) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section.

(2) By signing below, the CONTRACTOR (the "Nongovernmental Entity" as described in Section 787.06(13) Florida Statutes), hereby represents that it has read and agrees to comply with the foregoing. Additionally, the CONTRACTOR attests under penalty of perjury as follows:

(3) The CONTRACTOR does not use coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

(4) If, at any time in the future, the CONTRACTOR uses coercion for labor or services, it will immediately notify the DISTRICT, and no Written Agreements may be executed, renewed, or extended between the parties.

(5) The CONTRACTOR agrees that by signing below, the CONTRACTOR understands that it is swearing or affirming under oath the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

(6) The signatory listed below, is authorized to make the foregoing statements and execute the affirmation on behalf of the CONTRACTOR.

PUBLIC RECORDS COMPLIANCE. SELLER acknowledges that the DISTRICT is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. Pursuant to Section 119.0701, Florida Statutes:

(1) Keep and maintain public records required by the DISTRICT in order to perform the service.

(2) Upon request from the DISTRICT, provide the DISTRICT 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 for by Florida Statutes.

(3) Ensure that public records that are confidential or exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the applicable Written Agreement and following completion of the applicable Written Agreement if the CONTRACTOR does not transfer the records to the DISTRICT.

(4) Upon termination or completion of the applicable Written Agreement, CONTRACTOR shall transfer, at no cost to the DISTRICT, all public records in possession of the CONTRACTOR and destroy any duplicate public records if any. CONTRACTOR shall transfer the public records in a format that is compatible with the information technology systems of the DISTRICT.

(5) By signing below, SELLER attests to compliance with these requirements.

IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MADELINE MALDONADO, AT: DISTRICT CLERK ST. LUCIE WEST SERVICES DISTRICT, 450 S.W. UTILITY DRIVE, PORT ST. LUCIE, FL 34986, TELEPHONE: (772)340-0220 Ext. 101 EMAIL: MMALDONADO@SLWSD.ORG

SCRUTINIZED COMPANIES. Pursuant to Sections 287.135 and 215.473, Florida Statutes, by signing the Statutory Addendum Signature Page, SELLER certifies that:

(1) The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the DISTRICT may immediately terminate any applicable Written Agreement at its sole option if the Firm or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

(2) If a Written Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the DISTRICT may immediately terminate the applicable Written Agreement

(3) at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

(4) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under a Written Agreement.

(5) The CONTRACTOR agrees that by signing below, CONTRACTOR affirms that the certifications in this section shall be effective and relied upon by the DISTRICT for the term of this written agreement and any applicable Written Agreement, including any renewals or extensions.

(6) The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the DISTRICT of the same.

(7) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

TERM AND APPLICABILITY. These Standard Terms & Conditions shall remain effective until superseded by a subsequently issued version or otherwise withdrawn by the DISTRICT. The version of the STC incorporated into a Written Agreement shall remain applicable for the duration of that Written Agreement, including any authorized renewals, extensions, amendments, or change orders, unless otherwise provided in writing by the DISTRICT.

For Written Agreements issued through Purchase Orders, the STC in effect and incorporated into the applicable Purchase Order shall govern only that Purchase Order and shall not create any continuing obligation or applicability to future Purchase Orders or other Written Agreements unless expressly incorporated by the DISTRICT.

SOVEREIGN IMMUNITY AND LIABILITY LIMITATIONS. Nothing in the applicable Written Agreement shall be deemed a waiver of the DISTRICT's sovereign immunity or the limitations on liability set forth in Section 768.28, Florida Statutes. The DISTRICT's total liability under the applicable Written Agreement shall not exceed the limitations set forth in Section 768.28, Florida Statutes. Neither the execution of these STC's or any Written Agreement nor any other conduct, action, or inaction of any District official, employee, or agent relating to any Written Agreement shall be deemed or construed to constitute a waiver of the DISTRICT's sovereign immunity.

STANDARD TERMS & CONDITIONS INCORPORATION AND ACCEPTANCE

SELLER acknowledges that the applicable Purchase Order, together with these Standard Terms & Conditions and any incorporated documents, constitutes the Written Agreement between SELLER and the DISTRICT. By accepting the Purchase Order or commencing performance under the Purchase Order, SELLER acknowledges that it has reviewed, understands, and agrees to be bound by these Standard Terms & Conditions, including the Supplemental Contract Requirements and Statutory Addendum incorporated therein.

SELLER further agrees that the terms, conditions, certifications, and obligations contained in these Standard Terms & Conditions shall remain effective for the duration of the applicable Written Agreement.