

Purchase Order No. must appear on all invoices, packing slips, packages, and correspondence.

VENDOR:

BOYS AND GIRLS CLUBS OF SARASOTA AND
DESOTO COUNTIES INC
3130 FRUITVILLE ROAD
SARASOTA, FL 34237

SHIP TO:

SARASOTA COUNTY RESILIENT SRQ
301 N CATTLEMEN ROAD
SUITE 200
SARASOTA, FL 34232

EMAIL: KBOSCH@BGCSDC.ORG

DATE	REQUISITION #	BID #	CONTRACT #	PAYMENT TERMS	FRT. TERMS F.O.B.		
12/16/2024	PR250991	BCC	CAC2025-0039	NET 45	FOB DELIVERED		
VENDOR ID	VENDOR PHONE	CONTRACT EXPIRATION	DELIVERY REQUIRED BY	APPROVED BY			
005390	941-953-5269			Elena Diesen			
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	FREIGHT	FEES	TOTAL PRICE
0001	1.00	EA	<p>The County shall retain \$10,000 of the aforementioned \$4,000,000 to conduct an environmental review as required by 24 CRF Part 58.</p> <p>Activities under this agreement, shall start within 90 calendar days from the date the COUNTY issues a Notice to Proceed (NTP) and end within 24 months.</p> <p>Insurance shall be obtained and maintained during the Performance for this this Agreement.</p> <p>Monthly progress and financial reports shall be submitted and received by the county no later than the specified due date.</p> <p>Construction of public facilities and improvements for the North Port Boys & Girls Club.</p> <p>COUNTY CONTACT: Andrea Frate Phone: (941) 315-4584 Email: afrate@scgov.net</p>	3,990,000.000000	0.00	0.00	3,990,000.00
TOTAL							\$3,990,000.00

NOTICE TO VENDORS: Each shipment must have a separate invoice. Terms and conditions applicable at the time of issuance of this purchase order are attached and are incorporated and made part of this purchase order. Do not accept this order without carefully reading all and conditions thereof. Retention of this order by the parties addressed, without notice to the contrary within three days of receipt of this order shall constitute acceptance of this order. Sarasota County is exempt from State Sales and Federal Excise Tax. Tax Certificate 85-8012515235C-5

EMAIL INVOICES TO: ONBASECLERK@
SARASOTACLERKANDCOMPTRROLLER.COM
SUBJECT LINE: AP INVOICE

MAIL INVOICES TO: FINANCE DEPARTMENT
CLERK OF CIRCUIT COURT &
COUNTY COMPTRROLLER
P.O. BOX 8
SARASOTA, FLORIDA 34230
941-861-5867



BY _____ Date 12/16/2024

GENERAL TERMS AND CONDITIONS OF PURCHASE ORDERS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR SARASOTA COUNTY. WHEN SOLICITATION OR CONTRACT TERMS, CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE SOLICITATION/CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

1. The term "Vendor" shall mean the party furnishing the goods, materials, equipment and/or services. The term "County" shall mean Sarasota County.
2. This Purchase Order contains the complete and final agreement between the Vendor and the County to buy the materials/services at the prices stated. No amendments will be made without specific written authorization (change order) issued by the County's Procurement Official.
3. Vendor is responsible for full compliance with all applicable local, state and federal laws, ordinances and regulations. County may require proof of such compliance. Vendor shall not assign, or otherwise dispose of its responsibilities under this Purchase Order without prior written approval of the County which may be withheld in the County's sole discretion.
4. All materials must be shipped F.O.B. Destination unless otherwise specified. County will not pay freight or express charges, except by previous agreement.
5. Purchase Order number must appear on all invoices, packages, bills of lading, correspondence and any other documents pertaining to the order.
6. Time is of the essence for Vendors performance of its obligations under this Purchase Order.
7. No delays in shipment of material or rendition of services will be permitted except as authorized by the County in writing. The County reserves the right to reject receipt of shipment and cancel this Purchase Order if Vendor is unable to provide delivery as required.
8. Materials/services are subject to County inspection and approval. The County may return materials not meeting specifications at the Vendor's expense and risk.
9. If applicable, Vendor shall provide County with all safety data sheets (SDSs) upon delivery of materials.
10. This Purchase Order and the rights and obligations of the County and Vendor shall be governed by the laws of the State of Florida, without regard to its conflict of law principles. The exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Purchase Order shall be in the Twelfth Judicial Circuit in Sarasota County, Florida. County and Vendor hereby waive any right to trial by jury for disputes arising out of this Purchase Order.
11. This Purchase Order is subject to the availability of lawfully budgeted and appropriated funds by the County.
12. Vendor shall save, defend, indemnify and hold harmless Sarasota County Government from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform in accordance with this Purchase Order or any related contract.
13. Vendor shall maintain insurance acceptable to the County for this Purchase Order and shall submit proof of such insurance to the County upon request. Insurance requirements are available at scgov.net/procurement.
14. All invoices must be mailed to the Sarasota County Finance Department, Clerk of the Circuit Court, P.O. Box 8, Sarasota, FL 34230-0008. Invoices must contain the Purchase Order number. Invoices containing deviations or omissions will be returned to the Vendor for correction and resubmission.
15. The County shall pay Vendor through payment issued by the Clerk of the Circuit Court in accordance with Section 218.70 *et seq.*, Florida Statutes, Local Government Prompt Payment Act, upon receipt of Vendor's properly submitted invoice.
16. Vendor shall be required to confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require its subcontractors to confirm employment eligibility. Beginning January 1, 2021, Vendors are required to comply with §448.095, F.S., and register and use the E-Verify system for all new hires.
17. In accordance with §448.095, F.S., the County shall terminate a Purchase Order with any Vendor where the County has a good faith belief that the Vendor has knowingly violated §448.09(1), F.S. In that event, the County shall not contract with the Vendor for at least one year after such termination.
18. Sarasota County is exempt from paying state and local tax when payment is made directly by the County (Section 212.08(6), Florida Statutes). Department of Revenue Certification No. 85-8012515235C-5

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19. Vendor travel expenses which are approved for reimbursement by the County shall be subject to the limitations set forth in Section 112.061, Florida Statutes and Sarasota County Resolution #2016-170 or current County Resolution related to reimbursement of travel expenses.
20. Unless otherwise stated in his Purchase Order, in addition to any warranty implied by law or fact, and any other express warranties, the Vendor expressly warrants all items to be free from defects (whether patent or latent) in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other services warranties of the Vendor shall run to the County. All warranties shall survive inspection, testing, acceptance of, and payment by the County.
21. The County may terminate this Purchase Order at any time upon written notice to the Vendor. The County shall pay to the Vendor and the Vendor shall accept as full payment for its performance under this Purchase Order, a sum of money equal to the work completed or the products provided under this Purchase Order.
22. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Vendor certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Purchase Order if a false certification has been made, or the Vendor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.
23. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
24. Public Records

IF THE 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

CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records Office
1660 Ringling Blvd.
Sarasota, FL 34236
Phone: 941-861-5886
Email: PublicRecords@scgov.net**

25. Vendor must use appropriate administrative, technical, and physical controls ("Controls") for its business and information technology systems ("Systems"). Such Controls should include comprehensive, current, and robust information security process, policy, and technology safeguards ("Safeguards") aligned to widely recognized standards or frameworks, such as those promulgated by the National Institute of Standards and Technology. Offeror is strongly encouraged (where not contractually required) to obtain adequate cybersecurity, technology, network security, privacy liability, or similar insurance coverage(s) keyed to threats which can be reasonably anticipated given Offeror's risk profile. Regardless, Vendor retains any and all liabilities associated with failure, disruption, interception, interference, breach, hijack, emulation, impersonation, or similar, of Vendor's Systems, and understands and accepts that Vendor is solely responsible for ensuring the adequacy of its Safeguards and Controls.

GENERAL TERMS AND CONDITIONS OF PURCHASE ORDERS

26. Pursuant to Ch. 934 - Security of Communications and Surveillance, F.S., the County DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Offeror shall not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communications during any non-public, in-person or virtual meeting between itself and the County. Activities contrary to this may constitute a felony under Ch. 934, and implicate Ch. 119 - Public Records. Only duly authorized County County personnel may grant an exception to this prohibition on a case-by-case basis in accordance with County Administrative Directive 06-050.
27. Any other conditions not contained above will be specified within this Purchase Order.