



TAX COLLECTOR GENERAL TERMS AND CONDITIONS

THESE TERMS & CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR THE SARASOTA COUNTY TAX COLLECTOR, AND ANY CONTRACTS TO WHICH THEY ARE ATTACHED OR INCORPORATED BY REFERENCE. BY COMMENCING WITH THE WORK REFLECTED IN THE PURCHASE ORDER TO WHICH THESE TERMS & CONDITIONS ARE ATTACHED/ACCOMPANIED, VENDOR ACKNOWLEDGES AND AGREES TO BE BOUND BY THESE TERMS & CONDITIONS REGARDLESS OF WHETHER VENDOR HAS SEPERATELY SIGNED OR OTHERWISE ACKNOWLEDGED THESE TERMS & CONDITIONS.

THESE TERMS & CONDITIONS TAKE PRECEDENCE OVER ANY CONFLICTING OR DIFFERING TERMS/CONDITIONS/SPECIFICATIONS OF ANY CONTRACT TO WHICH THEY ARE ATTACHED OR INCORPORATED BY REFERERENCE AND ANY TERMS/CONDITIONS/SPECIFICATIONS INCLUDED IN VENDOR'S ESTIMATE/PROPOSAL/PROPOSED PURCHASE ORDER/QUOTE, LICENSE AGREEMENTS, SERVICE AGREEMENTS, WARRANTIES, OR SUBSEQUENT INVOICES. IF THE TERMS/CONDITIONS/SPECIFICATIONS OF A FORMAL SOLICITATION ISSUED BY TAX COLLECTOR, OR FORMAL CONTRACT BETWEEN THE PARTIES PERTAINING TO THE SAME SUBJECT (BUT NOT THE SAME PROCUREMENT) AS THIS PURCHASE ORDER OR CONTRACT, CONFLICT OR DIFFER FROM THOSE HEREIN, THEN THE FORMAL SOLICITATION/CONTRACT SHALL TAKE PRECEDENCE OVER THESE TERMS & CONDITIONS (EXCEPT FOR ¶¶13 & 14 HEREOF, WHICH SHALL ALWAYS TAKE PRECEDENCE).

1. The term "**Vendor**" shall mean the party furnishing the equipment, goods, materials, and/or services. The term "**Tax Collector**" shall mean the Sarasota County Tax Collector. The phrase "**Terms & Conditions**" shall mean this *Tax Collector General Terms and Conditions*.

2. The Purchase Order or Contract, as modified by these Terms & Conditions, contains the complete and final agreement between the Vendor and the Tax Collector to buy the equipment/goods/materials/services at the price(s) stated. No amendments or modifications will be made without specific written authorization (change order) issued by the Tax Collector's Procurement Official.

3. Vendor is responsible for full compliance with all applicable local, state, and federal laws, ordinances, and regulations. Tax Collector may require proof of such compliance at any time. Vendor shall not assign, or otherwise dispose of its responsibilities under this Purchase Order, without prior written approval of the Tax Collector (which may be withheld in the Tax Collector's sole discretion).

4. All materials must be shipped F.O.B. Destination, unless otherwise specified. Tax Collector will not pay freight or express charges, except by prior written agreement by the Procurement Official.

5. The Tax Collector's Purchase Order or Contract 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 Vendor's performance of its obligations.

7. No delays in shipment of goods/equipment/materials or rendition of services will be permitted except by prior written authorization by the Procurement Official. The Tax Collector reserves the right to reject receipt of shipment and cancel this Purchase Order or Contract if Vendor is unable to provide delivery as required.

8. Equipment/goods/materials/services are subject to Tax Collector's inspection and approval. Tax Collector may return defective or deficient equipment/goods/materials not meeting specifications and/or reject defective or deficient services, at Vendor's expense and risk.

9. If applicable, Vendor shall provide Tax Collector with all safety data sheets (SDS) upon delivery of equipment/goods/materials.

10. This Purchase Order or Contract, and the rights and obligations of Tax Collector 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



TAX COLLECTOR GENERAL TERMS AND CONDITIONS

any legal or judicial proceedings in connection with the enforcement or interpretation of the Purchase Order or Contract and its attachments, shall be in the Twelfth Judicial Circuit in Sarasota County, Florida. Tax Collector and Vendor hereby waive any right to trial by jury for disputes arising out of this Purchase Order or Contract.

11. Authorization to commence delivery of the equipment/goods/materials/services required by this Purchase Order or Contract is subject to the availability of lawfully budgeted and appropriated funds by the Tax Collector.

12. Vendor shall save, defend, indemnify, and hold harmless Tax Collector (and its official and employees) and Sarasota County (and its officials and employees), from and against any and all third-party accounts, actions, agreements, arbitrations, assessments, bills, bonds, causes of action, charges, claims, controversies, costs, covenants, damages (including treble, punitive, direct, indirect, incidental, consequential damages, and special, loss of consortium, and whether economic or non-economic), deaths, debts, declarations, deficiencies, demands, dues, duties, executions, expenses, fees, fines, judgments, lawsuits, liabilities, liens, losses, obligations, payments, penalties, personal injuries, proceedings, promises, property damage, reckonings, recoveries, responsibilities, rights, suits, trespasses, variances, and warranties, and, including, but not limited to, and without limitation, any and all interest, penalties, and all other costs of defense (including, but not limited to, Attorneys' Fees and Costs), of any nature whatsoever, in law or in equity, now or in the future, known or unknown, foreseen or unforeseen, patent or latent, accrued or unaccrued (collectively, "**Liabilities**"), which are, in whole or in part, caused by, arise out of, or relate to (whether as alleged and/or as adjudicated) Vendor's (or any of its agents, assigns, directors, employees, insurers, managers, managing-members, members, officers, partners, principals, representatives, shareholders, subconsultants, subcontractors, successors, successors-in-interest, suppliers, sureties, and affiliated or related entities) fault (whether acts or omissions) and/or the fault of anyone for whom Vendor may be liable, in the performance or non-performance of this Purchase Order or Contract or any related contract, but excluding from such obligations only to the extent to which such Liabilities are also in part caused by, arise out of, or relate to (as adjudicated) the fault of either Tax Collector (or its official or employees) or Sarasota County (or its officials or employees). "**Attorneys' Fees and Costs**" means all reasonable attorneys' fees, paralegal fees, and other professional consultant fees, and costs: (a) at all kinds and levels of proceedings (including, but not limited to and without limitation, administrative proceedings, appeals, arbitrations, bankruptcy proceedings, civil trials, mediations, and post-award collections proceedings), and (b) including, but not limited to, any of the foregoing such fees and costs incurred by others arising out of or related to the same transaction(s), occurrence(s), or event(s) which may be assessed in any proceeding against the party entitled to recover attorneys' fees and costs pursuant to these Terms & Conditions, and (c) including, but not limited to, any of the foregoing fees and costs incurred by the party entitled to recover attorneys' fees and costs pursuant to these Terms & Conditions in (i) defending any claims, and/or (ii) prosecuting her/his/its rights to recover attorneys' fees and costs under these Terms & Conditions against the at-fault party.

13. Nothing contained in these Terms & Conditions, or elsewhere in the Purchase Order or Contract or its attachments, shall be construed to contractually obligate either Tax Collector (or its official or employees) or Sarasota County (or its officials or employees) to save, defend, indemnify, or hold harmless Vendor (or its agents, assigns, directors, employees, insurers, managers, managing-members, members, officers, partners, principals, representatives, shareholders, subconsultants, subcontractors, successors, successors-in-interest, suppliers, sureties, and affiliated or related entities), or anyone else for whom Vendor may be liable, from or against any Liabilities.

14. Nothing contained in these Terms & Conditions, or elsewhere in the Purchase Order or Contract or its attachments, shall be construed to be a waiver of any immunity or limitation of liability Tax Collector (or Sarasota County) may have under the doctrine of sovereign immunity, [§768.28, Fla. Stat.](#) (as amended), or elsewhere under Florida or Federal Law.

15. Vendor shall maintain insurance acceptable to the Tax Collector for this Purchase Order or Contract, and shall submit proof of such insurance to the Tax Collector upon request at any time. Unless otherwise specified in the Purchase Order, Sarasota County's minimum insurance requirements shall apply (which are available at: <https://www.scgov.net/government/financial-management/other-documents/procurement>).

16. Vendor must email all invoices directly to the Tax Collector's Accounting Department:



TAX COLLECTOR GENERAL TERMS AND CONDITIONS

Accounting@SarasotaTaxCollector.gov. All invoices must contain the Tax Collector's Purchase Order or Contract number. Invoices containing deviations or omissions will be returned to the Vendor for correction and resubmission.

17. Tax Collector shall pay Vendor in accordance with [§218.70 et seq., Fla. Stat.](#) ("Local Government Prompt Payment Act")(as amended), upon receipt of Vendor's properly submitted invoice.

18. Price escalators not expressly stated within Vendor's estimate/proposal/proposed purchase order/quote as to all of rate, date(s) of adjustment, and other applicable terms, or not otherwise expressly agreed-to in writing by Tax Collector, shall not be paid by Tax Collector. Any price escalators agreed-to by Tax Collector (if any) shall be limited to the most recent Consumer Price Index ("CPI") (for the South Region, South Atlantic Division) as of the applicable date of adjustment.

19. 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 shall require its subcontractors to confirm employment eligibility. Beginning January 1, 2021, Vendors are required to comply with [§448.095, Fla. Stat.](#) (as amended), and register and use the E-Verify system for all new hires.

20. In accordance with [§448.095, Fla. Stat.](#) (as amended), Tax Collector shall terminate a Purchase Order or Contract with any Vendor where the Tax Collector has a good-faith belief that the Vendor has knowingly violated [§448.09\(1\), Fla. Stat.](#) (as amended). In that event, Tax Collector shall not contract with the Vendor for at least one (1) year after such termination.

21. Tax Collector is exempt from paying state and local tax when payment is made directly by the Tax Collector ([§212.08\(6\), Fla. Stat.](#) (as amended)). Vendor acknowledges receipt of Tax Collector's Department of Revenue Certification No. 85-8012622355C-7.

22. Vendor travel expenses which are approved for reimbursement by Tax Collector, if any, must be expressly agreed-to on the Purchase Order form or in the Contract, and shall be subject to the limitations set forth in [§112.061, Fla. Stat.](#) (as amended).

23. In addition to any warranty implied by law or fact, and any other express warranties, the Vendor expressly warrants all equipment/goods/materials/services: to be free from defects (whether patent or latent) in title, design, workmanship, and materials; to conform strictly to applicable specifications, drawings, and approved samples, if any; to be fit and sufficient for the purpose(s) intended; and to be merchantable. Such warranties, together with all other express or implied warranties of the Vendor, shall run to the Tax Collector and Sarasota County. All warranties shall survive inspection, testing, acceptance of, and payment by, the Tax Collector and/or Sarasota County (as applicable).

24. Tax Collector may terminate this Purchase Order or Contract at any time, with or without cause, upon written notice to the Vendor. Upon termination, Tax Collector shall pay Vendor, and Vendor shall accept as full payment for its performance under the Purchase Order or Contract, only a sum of money equal to the work completed or the products provided under the Purchase Order or Contract prior to such termination; Tax Collector shall not be liable for any other first-party damages whatsoever.

25. [Section 287.135, Fla. Stat.](#) (as amended), prohibits a public entity from entering into a contract or renewing a contract with companies, if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, that company or entity meets the following criteria:

- (a) For goods and services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to [§215.4725](#), or is engaged in a boycott of Israel; *and/or*
- (b) For goods or services of \$1,000,000.00 or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: **(1)** Is on the Scrutinized



TAX COLLECTOR GENERAL TERMS AND CONDITIONS

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to [§215.473](#); or (2) Is engaged in business operations in Cuba or Syria.

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 Scrutinized Companies with Activities in Iran Terrorism Sectors 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, Fla. Stat.](#) (as amended), the submission of a false certification may subject company to civil penalties, attorneys' fees, and/or costs. In accordance with [§287.135, Fla. Stat.](#) (as amended), Tax Collector may terminate this Purchase Order of Contract if a false certification has been made, or Vendor is subsequently placed on any of these lists, or Vendor engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

26. Pursuant to [§287.133\(2\)\(a\), Fla. Stat.](#) (as amended), 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, Fla. Stat.](#) (as amended), for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

27. **Public Records.** The statement and provisions below are required by Florida Statute to be included in this Purchase Order or Contract. The inclusion of this statement and provisions below shall not be construed to imply that Vendor has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that Vendor is acting on behalf of the Tax Collector as provided under [§119.011\(2\), Fla. Stat.](#), or that the statement or provisions are otherwise applicable to Vendor. As stated below, Vendor may contact the Tax Collector's Custodian of Public Records with questions regarding the application of the Public Records Law; however, Vendor is advised to seek independent legal counsel as to its legal obligations. The Tax Collector cannot provide Vendor advice regarding its legal rights or obligations.

If Vendor is providing services and is acting on behalf of the Tax Collector as provided under [§119.011\(2\), Fla. Stat.](#), and [§119.0701, Fla. Stat.](#), Vendor will comply with public records law, and agrees to:

- (a) Keep and maintain public records required by the Tax Collector to perform the Service.
- (b) Upon request from the Tax Collector's custodian of public records, provide the Tax Collector 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 [Chapter 119, Fla. Stat.](#) (as amended), 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 service if Vendor does not transfer the records to the Tax Collector.
- (d) Upon completion of the service, transfer at no cost to the Tax Collector, all public records in possession of Vendor or keep and maintain public records required by Tax Collector to perform the service. If Vendor transfers all public records to Tax Collector upon completion of the service, Vendor shall destroy any duplicate public records that are exempt or confidential



TAX COLLECTOR GENERAL TERMS AND CONDITIONS

and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the service, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Tax Collector, upon request from the Tax Collector's custodian of public records, in a format that is compatible with the information technology systems of the Tax Collector.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF [CHAPTER 119, FLA. STAT.](#), TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER OR CONTRACT, VENDOR MAY CONTACT THE TAX COLLECTOR'S CUSTODIAN OF PUBLIC RECORDS AT: Info@SarasotaTaxCollector.gov.

28. 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. Vendor 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 Vendor'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.

29. Pursuant to [Ch. 934, Fla. Stat.](#) ("Security of Communications and Surveillance")(as amended), Tax Collector DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Vendor shall not utilize or 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 Vendor and Tax Collector. Activities contrary to this may constitute a felony under [Ch. 934, Fla. Stat.](#) (as amended), and implicate [Ch. 119, Fla. Stat.](#) ("Public Records")(as amended). Only duly authorized Tax Collector personnel (the Tax Collector, a Deputy Tax Collector, General Counsel, or the Procurement Official) may grant an exception to this prohibition on a case-by-case basis; such exception must be documented in either: (a) a prior written authorization specifying the specific communication(s) which may be recorded, transcribed, or monitored; and/or (b) on the permitted recording itself at both the beginning and end of the recording and by words spoken by the authorized Tax Collector personnel (not by words spoken by Vendor's personnel).

30. To the extent (if any) any purchased license or service terms (*i.e.*, any base terms that apply to usage of any purchased hardware, software, cloud services, subscriptions, and/or technical support and maintenance otherwise included in a purchased license or service) apply to this Purchase Order or Contract and in any way differ or conflict with the terms and conditions of these Terms & Conditions, then these Terms & Conditions shall control (regardless of any order of precedence or other statement to the contrary in the purchased license and/or service agreement).

31. Vendor has been given the opportunity to independently review these Terms & Conditions with legal counsel, and has agreed to the particular language hereof. In the event of any ambiguity in, or dispute regarding, the interpretation of any provision of these Terms & Conditions, such dispute shall not be resolved by any rule of construction providing for interpretation against the drafter. Rather, in the event of ambiguity or dispute regarding the interpretation of these Terms & Conditions, these Terms & Conditions shall be interpreted as if Vendor participated in the drafting hereof.

32. Any other Purchase Order terms and conditions not contained above will be specified by Tax Collector on the face of the Purchase Order form.

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