

Request for Qualifications

Town of Astatula

25009 C.R. 561

Astatula FL, 34705

Due Date: October 12, 2026

TIME: 3:00 PM {Local Time}

CONSULTING SERVICES FOR CIVIL ENGINEERING for the Construction Oversight of the Town water facilities improvements.

The Town of Astatula is inviting qualified firms to provide **ENGINEERING SERVICES**, in accordance with the terms, conditions and specifications contained in this Request for Qualifications. The SERVICES REQUESTED are for **CONSULTING SERVICES FOR CIVIL ENGINEERING for the construction of the Town water facilities improvements**

RFQ documents are available on the Town of Astatula website at <http://www.astatula.com> or by contacting the Town Clerks' office at (352) 742-1100.

Sealed Proposals must be clearly marked "**RFQ, ENGINEERING SERVICES**" and delivered to the Town Clerk at 25009 C.R. 561 Astatula FL. 34705. The deadline for submission of the proposal is **3pm on October 12, 2026**. Late Proposals will not be accepted and will be returned to the sender unopened.

It is the responsibility of the proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the RFQ. Any questions regarding the completeness or substance of the request for proposal documents or the scope must be submitted in writing via email to Charles Jacien, Town Clerk at Townclerk@astatula.org

The Town reserves the right to accept or reject any or all submissions, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Town.



Town of Astatula
Post Office Box 609
Astatula, Florida 34705

Solicitation Number: 26-001

Solicitation Title: Engineering Services for Water Facility Improvements

Last Day to Ask Questions: 10/7/2026

CLOSING DATE: 10/12/2026

CLOSING TIME: 3:00 P.M. Eastern

Vendors shall complete and return all information requested by the specified time and date or Submittal shall be rejected.

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1.0 PURPOSE OF REQUEST SOLICITATION

The Town of Astatula, Florida invites sealed submissions to furnish professional engineering services for the construction of Town water facility improvements. The Town reserves the right to make multiple awards if deemed appropriate. Use of a continuing contract and selection of contract vendors for task assignments under a multiple award continuing contract will be in consonance with Florida Statute 287.055. This solicitation will be advertised in a publication of general circulation.

2.0 EXHIBITS

Exhibit A - Scope of Services

Exhibit B - Insurance Requirements

Exhibit C - General Terms & Conditions (v.07.26)

Exhibit D- Sample Agreement

3.0 ATTACHMENTS

Attachment 1 - Submission Form

Attachment 2 - Law Compliance Affidavit

Attachment 3 - Team Composition Form

Attachment 4 - Truth in Negotiation

Attachment 5 - Conflict of Interest

Attachment 6 - Non-collusion Form

Attachment 7 - References Form

4.0 PROCUREMENT REPRESENTATIVE

Direct all inquiries to the Town Clerk:

Charles Jaicen

Telephone: 352-742-1100

E-mail: townclerk@astatula.org

5.0 QUESTIONS, EXCEPTIONS, AND ADDENDA

5.1 Vendors must examine all solicitation content including the General Terms & Conditions.

5.2 All communication, inquiries, or requests for exceptions shall be directed to the Town Clerk.

5.3 Responses, clarifications, modifications, or changes to the Solicitation shall be issued through official addenda to the Solicitation. Where there appears to be a conflict between Solicitation and any addenda, the last addendum issued will prevail.

5.4 Vendors are solely responsible for confirming receipt and acknowledgement of all addenda and any accompanying documents. Failure to acknowledge each addendum may result in disqualification of the submission. The original submission deadline will remain unchanged unless formally revised through an issued addendum.

5.5 Process or procedure questions may be directed to the Procurement Agent at any time.

6.0 METHOD OF AWARD

Florida Statute 287.055, The Consultants' Competitive Negotiation Act, will be followed to secure the required firm. The Town Clerk will be responsible for the selection process and will be the sole point of contact for all Respondents. In addition to the materials provided in the written responses to this Solicitation, the Town may utilize site visits or may request additional material, information, presentations or references from the Respondent(s) submitting qualifications packages.

Pursuant to Chapter 472, Florida Statutes, firms or individuals must be registered with the State of Florida and have obtained at least the minimum thresholds of education and experience required by the applicable statutes.

Respondents must exhibit compliance with the qualification standards and evaluation factors stated in Section 287.055, Florida Statutes, to be considered for award. Location, listing of subcontractors and respective percentage of use, are a listed evaluation factor under CCNA.

Submissions will be considered from firms regularly engaged in the business of providing or distributing the goods or services described and can produce evidence of a consistent satisfactory record of performance. The Town may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding, including past performance with the Town. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any contract awarded. In the event the Vendor intends to subcontract any part of its work under the contract from another source, the Vendor may be required to verify the competency of its subcontractor. The Town reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

Submissions will be reviewed to determine both responsiveness and responsibility, based on the following considerations:

- 6.1 Compliance with all submission documentation requirements as specified in this Solicitation. (Responsiveness)
- 6.2 The highest benefit to the Town as it pertains to:
 - 6.2.1 Firm's qualifications;
 - 6.2.2 Proposed Team Composition;
 - 6.2.3 Past Performance. Provide at least three verifiable references on Attachment 5 for projects completed within five years similar in magnitude to the Solicitation.
 - 6.2.4 Proposed materials and plans to accomplish tasks;
 - 6.2.5 Compliance with all technical requirements as specified or implied in the Solicitation;
 - 6.2.6 Financial Stability: Be prepared to provide a current financial statement, preferably a certified audit of the most recent fiscal year, upon request.
 - 6.2.7 Any additional submittal requirements.
- 6.3 Award will be made to the most responsive, responsible Vendor whose Proposal represents the best overall value to the Town when considering all evaluation factors (no additional details).
- 6.4 In accordance with Section 287.05701, Florida Statutes, the Town will not request, nor consider, any documentation related to a vendor's social, political, or ideological interests when determining vendor responsibility.
- 6.5 The Town reserves the right to: make awards to one or more vendors; reject any or all offers; waive any minor irregularities or technicalities in submitted responses.
- 6.6 Submissions received prior to the stated closing date and time will be opened, recorded, and considered for evaluation. The names of the responding vendors will be read aloud and recorded at opening. Submittals will be available for public inspection during normal business hours at the Office of Procurement Services during normal business hours, either thirty (30) calendar days after the Solicitation due date or after recommendation of award, whichever occurs first.

6.7 Evaluation Process

6.7.1 The Town Clerk shall evaluate responses using the following criteria.

Criteria	Potential Points
Professional qualifications necessary for satisfactory performance. - Project Manager, key members are qualified to perform work categories. - Consultant's qualifications demonstrate knowledge of standards/procedures.	20
Specialized experience and technical competence of team assigned. Consultant provided comparable projects as references.	15
Past projects show contracts w/ government agencies and private industry. Project Listing show similar projects & capabilities performed.	15
The capacity to accomplish the work in their proposed completion schedule. Consultant has adequate staff for this project.	10
Understanding of the project. - Consultant demonstrated understanding of key elements of the project. - Consultant has assigned sufficient staff levels for the project.	20
Approach to the project - Consultant recognized & identified special circumstances on the project. - Consultant provided logical approach to tasks and issues of the project.	20

6.7.2 The engineering firm with the most points will be ranked first, the next highest will be ranked second, and so on until all are ranked. Tie scores are allowed as at least three (3) consultants will be short-listed.

6.8 Contract Negotiations

6.8.1 The Town Clerk will schedule contract negotiations with the consultant achieving the highest rank. If no pricing agreement is reached with that consultant, negotiations will move to the second highest ranked consultant and so on throughout the "shortlist", never returning to the previous consultant.

7.0 DELIVERY AND SUBMITTAL REQUIREMENTS

7.1 Hand delivery of submittals will not be accepted.

7.2 Responses submitted after the official due date and time will not be accepted.

7.3 Submission constitutes a binding offer to the Town and acceptance of all terms and conditions specified in this Solicitation. Do not alter the content or format of any form without the Town's permission. Ensure all information is legible.

7.4 Submittal must be organized into the following sections:

7.4.1 Vendor Profile

The Respondent represents that each individual listed or referenced in the qualifications package will be available to perform the services described for the Town, except in cases of illness, accident, or other unforeseen circumstances of a similar nature. In such events, the Respondent must promptly provide a qualified replacement. Any replacement personnel are subject to the Town's prior written approval. If the proposed substitute is deemed unsatisfactory by the Town and the issue remains unresolved to the Town's satisfaction, the Town reserves the right to terminate the contract for cause.

- ☐ Statement of Interest & Understanding of Project
 - o Concisely state the firm's understanding of the services required by Town.

- o Include additional relevant information not requested elsewhere in the RSQ.
 - o Signature on statement must be that of a person authorized to bind the firm.
- ☐ Firm Profile/ Firm History
- ☐ A copy of Certified Minority Business Enterprise or Disadvantaged Business Enterprise if applicable
- ☐ Copies of any required licenses or permits
 - o Provide a copy of the current State of Florida Board of Professional Regulation License.

7.4.2 Subcontractors

Any requirement involving use of professional services identified within Section 287.055, Florida Statutes, CCNA, and falling within the continuing contracts thresholds therein stated, may be awarded by issuance of a task order under an existing contract. Subcontractors with a Town contract obtained through competitive solicitation, may be utilized without limits. Combined, all subcontractors without a Town contract are limited to ten percent of the task not to exceed \$35,000. Task orders under continuing CCNA contracts are not subject to pricing competition.

- ☐ Completed Attachment 3 - Team Composition Form
 - o Resumes or information about the proposed individuals may be attached.
 - o Include copies of any required licenses or permits
- ☐ Program Manager: List the name, business address, telephone number and e-mail address of the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects

7.4.3 Forms

- ☐ Completed Attachment 1 - Submittal Form
 - o Submittal must be signed by an official authorized to legally bind the firm to its provisions. Include a memorandum of authority signed by an officer of the company if the signor is not listed as a corporate officer on the firm's SunBiz registration.
- ☐ Proof of Sunbiz.org registration
- ☐ Completed W-9 form
- ☐ All Attachments referenced in Section (3.) above.
- ☐ Completed Addenda issued as applicable. Failure to include signed addenda may be cause for Submittal to be considered non-responsive
- ☐ Proof of insurance or evidence of insurability at levels in Exhibit B - Insurance Requirements

7.4.4 Proposed Solution

- ☐ Proposal shall be a clear, detailed outline of the approach, staffing plans, and required equipment allowing for evaluation of strategy and optimization of resources to best meet project objectives.
- ☐ Any additional information or description of resources (including any design capabilities) supporting your firm's qualifications for the Town's project.

7.4.5 Financial Stability

- ☐ Provide a financial stability statement reflecting firm has the necessary resources to provide the services at the level required. The Town reserves the right to request a financial statement, a certified audit, or a third party prepared financial statement and to use a third-party company to verify the information provided. Include similar information for subcontractors.

7.4.6 Litigation

- ☐ Information on the nature and outcome of litigation and proceedings for the previous three (3) years where the firm has been involved in any matter related to professional activities.

7.4.7 Other Information

- ☐ Include any additional data Vendor deems pertinent to the understanding and evaluating of the Proposal
- 7.5 The Town shall not be liable for any costs incurred in responding to this Solicitation including, but not limited to, expenses related to product or service demonstrations.
- 7.6 Town logos, trademarks, trade names, and copyrighted images ("Intellectual Property") are the sole property of the Town. This solicitation does not permit the use or display of any Town Intellectual Property in Respondent proposals or submittals, including any attachments, except as expressly authorized in writing by Town. Unauthorized use constitutes trademark and copyright infringement and is a violation subject to prosecution as a second-degree misdemeanor under Florida Statutes Section 165.043.

8.0 PRESENTATIONS/ POST-DISCUSSIONS

- 8.1 The Town, at its sole discretion, may ask for an oral presentation or demonstration without charge to the Town. The Town reserves the right to require the Vendor to demonstrate to the satisfaction of the Town that the Firm has the fiscal and technical ability to furnish the requirements of the Solicitation. The demonstration must satisfy the Town and the Town will be the sole judge of compliance.
- 8.2 The Town may commence contract negotiations in accordance with the method of award specified. The Town reserves the right to conduct discussions with Vendors having a realistic possibility of contract award to include requests for additional information and requests for "best and final" offers.
- 8.3 Vendors must not assume they will be asked to make a presentation or asked for a "best and final" offer and must include all pertinent and required information in their original Proposal.

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- ☐ Statement of Interest & Understanding of Project
 - o Concisely state the firm's understanding of the services required by Town.

- o Include additional relevant information not requested elsewhere in the RSQ.
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- ☐ Firm Profile / Firm History
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 - o Provide a copy of the current State of Florida Board of Professional Regulation License.

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 - o Resumes or information about the proposed individuals may be attached.
 - o Include copies of any required licenses or permits
- ☐ Program Manager: List the name, business address, telephone number and e-mail address of the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects

7.4.3 Forms

- ☐ Completed Attachment I - Submittal F01m
 - o Submittal must be signed by an official authorized to legally bind the firm to its provisions. Include a memorandum of authority signed by an officer of the company if the signor is not listed as a corporate officer on the firm's SunBiz registration.
- ☐ Proof of Sunbiz.org registration
- ☐ Completed W-9 form
- ☐ All Attachments referenced in Section (3.) above.
- ☐ Completed Addenda issued as applicable. Failure to include signed addenda may be cause for Submittal to be considered non-responsive
- ☐ Proof of insurance or evidence of insurability at levels in Exhibit B - Insurance Requirements

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- ☐ Proposal shall be a clear, detailed outline of the approach, staffing plans, and required equipment allowing for evaluation of strategy and optimization of resources to best meet project objectives.
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- 8.2 The Town may commence contract negotiations in accordance with the method of award specified. The Town reserves the right to conduct discussions with Vendors having a realistic possibility of contract award to include requests for additional information and requests for "best and final" offers.
- 8.3 Vendors must not assume they will be asked to make a presentation or asked for a "best and final" offer and must include all pertinent and required information in their original Proposal.

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EXHIBIT A

1. The CONSULTANT shall work with the DWSRF and OWNER to execute the DWSRF Agreement and provide support documentation to DWSRF prior to and during the construction of the project. This includes attending meetings at the request of DWSRF or the City to review the status of the project and compliance with the Agreement. This also includes preparing the Contract Documents and conformed drawings, Owner Direct Purchase Orders and ensuring the costs to be incurred under the DWSRF Loan Agreement are properly reported to DWSRF.
2. The CONSULTANT will provide the services of a Resident Project Representative (RPR) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR include but are not limited to verifying compliance of the work with the American Iron and Steel, Buy American/Build American, and Davis-Bacon Wage Determination Acts. Weekly reports shall include but are not limited to compliance of the work with the construction Agreement, plans and specifications, American Iron and Steel (AIS), Buy American-Build American (BABA), and Davis-Bacon Wage Determination Acts.
3. The CONSULTANT will participate in and chair a Pre-Construction Conference prior to commencement of Work at the Site.
4. The CONSULTANT will receive, review, and determine the acceptability of any and all schedules, submittals, requests for clarification or changes that Contractor submits to Engineer, including but not limited to the Progress Schedule, Schedule of Submittals, Schedule of Values, and shop drawings.
5. The CONSULTANT will review pay requests and make recommendation of payment to the Owner along with completing monthly SRF reimbursement requests for the Owner.
6. The CONSULTANT will make Visits to Site and provide Observation of Construction: In connection with observations of Contractor's Work while it is in progress. The CONSULTANT shall document all visits to the project with copies furnished to the Town and DWSRF. Said documentation shall include, but not be limited to:
 - a. Defective Work
 - b. Compatibility with Design Concept
 - c. Clarifications and Interpretations
 - d. Field Orders

EXHIBIT A

- e. Change Orders and Work Change Directives
- f. Differing Site Conditions
- g. Shop Drawings, Samples, and Other Submittals
- h. Substitutes and "Or-equal"
- i. Inspections and Tests:
- j. Change Proposals and Claims
- k. Applications for Payment
- l. Contractor's Completion Documents
- m. Substantial Completion
- n. Punch Lists
- o. Final Certifications
- p. Other Tasks

7. Provide close-out services including substantial and final completion inspections, preparation of O&M Manual and Record Drawings and final certifications to regulatory and funding agencies.

1. INSURANCE COVERAGE

- 1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the TOWN, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the TOWN, insuring the CONTRACTOR against any and all claims, demands, or causes of action for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.
- 1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the TOWN prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the TOWN'S Project Manager within five (5) working days of such request.
- 1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:
- 1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:
- | | |
|-----------------------------------|-----------------------|
| Each Occurrence/General Aggregate | \$1,000,000/2,000,000 |
| Products-Completed Operations | \$2,000,000 |
| Personal & Adv. Injury | \$1,000,000 |
| Fire Damage | \$50,000 |
| Medical Expense | \$5,000 |
| Contractual Liability | Included |
- 1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- 1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:
- | | |
|-----------------------|-------------|
| Each Accident | \$1,000,000 |
| Disease-Each Employer | \$1,000,000 |
| Disease-Policy Limit | \$1,000,000 |
- 1.3.4. Professional Liability and Specialty Insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

2. ADDITIONAL INSURED/ CERTIFICATE REQUIREMENTS

- 2.1. The Town of Astatula, a Political Subdivision of the State of Florida, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.
- 2.2. Certificate holder must be:
THE TOWN OF ASTATULA FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

- 3.1. A waiver of subrogation in favor of the TOWN.
- 3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the TOWN.
- 3.3. Inclusion of a Cross Liability or Severability of interests provision.
- 3.4. No requirement for the TOWN to pay any premiums or assessments.

4. POLICY ENDORSEMENTS

- 4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists TOWN as an additional insured and incorporates all required provisions including Waiver of Subrogation.
- 4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COi) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

- 5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.
- 5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the TOWN no later than ten (10) calendar days before the expiration of any current insurance policy.
- 5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

- 6.1. CONTRACTOR or its insurer shall provide written notice to the TOWN of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.
- 6.2. Notices shall be sent to the TOWN's Project Manager.
- 6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

- 7.1. Upon request by the TOWN, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.
- 7.2. CONTRACTOR shall fully cooperate with the TOWN by providing prompt and comprehensive responses to all documentation requests.
- 7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.
- 7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the TOWN with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]

Effective 08/01/2026

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TOWN OF ASTATULA GENERAL TERMS & CONDITIONS FOR GOODS AND SERVICES

1. DEFINITIONS

"Contract" or "Agreement" means the contract Contractor is entering into with Town of Astatula, including all documents and exhibits which are expressly incorporated by reference, and any amendments thereto, regardless of the title of the primary agreement document. The term "Agreement" may be used interchangeably with the term "Contract."

"Contractor" means the entity responding to a solicitation and, upon award, entering a contract with Town of Astatula to provide goods or services. The term "contractor" may be used interchangeably with the terms "bidder", "respondent", "contractor", "vendor", "submitter", or "proposer" in relation to any solicitation for goods or services.

"Town" means Town of Astatula, Florida, a political subdivision of the State of Florida.

"CCNA" refers to the Consultant's Competitive Negotiation Act, pursuant to Section 287.055, Florida Statutes.

"Proposal" Any offer submitted in response to a solicitation, whether formal or informal.

"Solicitation" means the written document(s) describing and/or requesting bids, quotes, or proposals from the marketplace, whether formal or informal.

2. NON-COLLUSION

Contractor certifies that the offer made during the solicitation process and prices provided to the Town were arrived at independently, without collusion, communication, or agreement for the purpose of restricting competition with any other contractor, consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than Contractor's bid, or any intentionally high or non-competitive bid or other form of complementary bid. Should Town become aware of collusive acts by the Contractor in submitting its bid, Town reserves the right to terminate the resulting contract without cost or penalty to Town.

3. PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure the contract with Town 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 Contractor, any consideration contingent upon or resulting from the award or making of the contract.

4. CONFLICTS OF INTEREST, CONTRACTING WITH TOWN EMPLOYEES

Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, Contractor hereby certifies that no officer, agent, or employee of the Town has any material interest either directly or indirectly in the business of Contractor conducted under the contract and that no such person may have any such interest at any time during the term of this contract unless approved by the Town in writing. Contractor shall promptly disclose in writing to Town any circumstances that arise during the term of the contract that could reasonably be viewed as an actual, potential, or apparent conflict of interest, and shall take all steps reasonably requested by Town to mitigate or eliminate such conflict.

TOWN OF ASTATULA GENERAL TERMS & CONDITIONS FOR GOODS AND SERVICES

5. INSURANCE & PERFORMANCE SECURITY

Contractor shall be required to purchase and maintain during the term of the contract policies of insurance as indicated by Town in its solicitation without cost or expense to Town. Contractor shall provide Town with evidence of insurance satisfactory to Town. Further, if required by Town, Contractor shall provide Town with a performance and payment bond in the form specified by Town, prior to initiation of any work.

The Parties' rights and obligations under the Contract are contingent upon and subject to Contractor securing and/or providing any performance security or insurance coverage(s) required by the Contract within ten (10) business days of the Effective Date, unless another date is expressly designated. No services will be performed by Contractor, and Town will not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by Town, in the event Contractor fails to satisfy the conditions precedent within the time required, the Agreement will be deemed not to have been entered into and will be null and void.

6. LOCAL GOVERNMENT PROMPT PAYMENT ACT'

Town will make payment on all properly submitted invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit a proper invoice will delay payment. Improper payment requests and disputes will be resolved in accordance with Town's purchasing policies and Section 218.76, Florida Statutes.

7. GRANT FUNDING

In the event any part of a contract is to be funded by federal, state, or other local agency monies ("Funding Entity"), Contractor agrees to comply with all requirements of the funding entity applicable to the use of the monies for the purchase of goods and/or services from Contractor, including compliance with any flow-down requirements to Contractor's subcontracts. Contractor is advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements. Contractor acknowledges that failure to comply with Funding Entity requirements may result in disallowance of costs, repayment obligations, or other sanctions. Contractor shall be responsible for any costs, damages, repayments, or penalties imposed on or required of Town by a Funding Entity to the extent caused by Contractor's noncompliance.

8. DISADVANTAGED BUSINESSES (PROJECTS UTILIZING STATE OR FEDERAL TRANSIT FUNDS)

Town has adopted Policy LCC-80 which assures and encourages the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services for projects utilizing state or federal transit funding or grants. When a contract is funded utilizing state and/or federal transit funding or grants, Contractor shall comply with Town Policy assuring and encouraging the participation of DBE in the provision of goods and services, as such policy may be amended from time to time, as well as the applicable provisions of 49 CFR Part 26.

9. STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of registration may be required prior to award of a contract. Additional information is available by visiting the Florida Department of State, Division of Corporations website (<https://dos.fl.gov/sunbiz/>). If Contractor claims an exemption from registration, Contractor shall provide a written explanation and certification of the exemption claimed to Town along with proof Contractor is in good standing in the state in which it is registered.

10. PRIME CONTRACTOR

Contractor shall act as the prime contractor in providing the goods and/or services required by Town and will assume full responsibility for the successful performance under the contract. Contractor will be considered the sole point of contact regarding meeting all requirements of the contract. Contractor's subcontractors may be subject to advance review by the Town regarding competency and security concerns. Contractor will be responsible for all insurance, permits, licenses, and related matters for all subcontractors utilized by Contractor to provide the goods and/or services under the contract. Town may require Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

11. SUBCONTRACTING

Unless otherwise stipulated in a solicitation, Contractor shall not subcontract any portion of the work without the prior written consent of the Town. No change, addition, or substitution of any subcontractor, or material change to the scope of a subcontract, may be made without the Town's prior written consent after award of the contract. Subcontracting without the prior consent of the Town may result in termination of the contract by Town. Approval, review, or oversight by Town of any subcontractor, or the Town's communication with or direction regarding any subcontractor, shall not relieve or reduce the Contractor's obligations or liability for performance, nor create any duty or liability of the Town to any subcontractor.

For agreements subject to the Consultants' Competitive Negotiation Act (CCNA) as provided by Section 287.055, Florida Statutes, the CCNA-specific terms of the contract shall control and supersede any inconsistent subcontracting provisions in this Section.

12. BINDING EFFECT OF AGREEMENT

The contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded, or abandoned except by a written instrument duly executed by the parties following Town's procurement procedures. Contractor's submission of a quote or proposal in response to a solicitation by Town, whether formal or informal, constitutes Contractor's assent to be bound by the Town's terms and conditions included herein and in any accompanying Town-supplied contract documents included with the solicitation.

13. NO ADDITIONAL OR CONFLICTING CONTRACTOR TERMS**13.1 Express Rejection of Contractor Terms.**

Town expressly objects to, rejects, and disclaims any and all additional or different terms and conditions proposed or supplied by Contractor, regardless of form or timing, including, without limitation, any terms contained in or referenced in any Contractor quote, proposal, bid, invoice, order acknowledgement, packing slip, bill of lading, email, hyperlink, website, online portal, click-through or browswrap page, shrinkwrap or box-top terms, or other communications or documents, whether written, oral, or electronic.

13.2 Online/Browswrap/Clickwrap/Shrinkwrap Terms.

Without limiting the foregoing, Town rejects and will not be bound by any browswrap, clickwrap, click-through, web-posted, portal-based, shrinkwrap, box-top, or similar online or embedded terms, even if access is provided to, or use is made of, Contractor websites, portals, tools, software, or services, and even if Town is required to "accept," "agree," or click through such terms to proceed.

TOWN OF ASTATULA GENERAL TERMS & CONDITIONS FOR GOODS AND SERVICES

13.3 Void and No Effect.

Any such additional or different terms referenced in the foregoing subparagraphs are void and of no effect, shall be deemed material and expressly objected to by Town, and shall not modify, supplement, or become part of any contract between the parties.

13.4 Controlling Terms; No Implied Assent by Town.

The terms and conditions supplied by Town, (including any terms included or referenced in any Purchase Order, Scope(s) of Work, and solicitation documents issued by Town) control and govern all goods and services provided by Contractor. Commencement of performance by Contractor, shipment, delivery, performance, or Town's acceptance, inspection, use of goods or services, or payment, shall not constitute or be deemed Town's assent to any Contractor terms or any modification of the contract.

13.5 Exclusive Method of Amendment.

Any change to, or deviation from, the terms and conditions supplied by Town is effective only if set forth in a written amendment or contract modification expressly referencing the contract and signed by authorized representatives of both parties in accordance with Town's purchasing procedures. No other act, usage, course of dealing, course of performance, trade practice, email exchange, or click-through shall modify the contract.

13.6 Contractors Acceptance by Performance.

Contractor's commencement of performance, preparation for performance, or delivery under a Purchase Order issued by Town constitutes Contractor's acceptance of the terms and conditions set forth in this document and Town provided materials to the exclusion of any Contractor supplied terms.

14. NO WAIVER

The failure of any party at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the contract. Any dispute arising during contract performance that is not readily rectified by coordination between the Contractor and the Town user department will be referred to Procurement Services.

15. CONTRACT EXTENSIONS

Town has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the expiration of a contract Term. In such event, Town will notify Contractor in writing of the extension. The contract may be extended beyond the initial ninety (90) day extension upon the mutual, written agreement of Town and Contractor.

16. CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any contract period must, unless terminated by the mutual written agreement of Town and Contractor, continue until completion at the same prices, terms, and conditions.

17. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent of duly authorized parties through the issuance of a contract modification, change order, purchase order, or formal amendment, as appropriate, but to be effective and binding, the modification must be in writing, executed by the parties following the Town's procurement procedures. No modification shall be binding upon the Town unless approved in accordance with Town policies and signed by an authorized Town representative.

18. NON-EXCLUSIVITY

It is the intent of Town to enter into a contract that will satisfy its needs as described within the solicitation. However, Town reserves the absolute right to perform, or cause to be performed, all or any of the work and services described in the manner deemed to represent its best interests. Services not specifically identified but similar in nature may be added to the contract upon execution of a written amendment.

19. RETAINING OTHER CONTRACTORS

Nothing in the contract will be deemed to prevent Town from retaining the services of other persons or entities providing the same or similar goods and/or services as those provided by Contractor or from independently developing or acquiring materials or programs that are similar to, or competitive with, the goods/services provided. No guarantee of exclusivity, volume, or continued work is provided to Contractor under the contract.

20. ASSIGNMENT

Contractor shall not assign, transfer, or otherwise convey the contract, in whole or in part, or delegate any duty thereunder, including any rights, title or interests, or authority to execute the contract without Town's prior written consent, which Town may grant, condition, or withhold in its sole discretion. Any contract assumption or novation shall require such consent and be in writing at least thirty (30) days prior to the proposed effective date. Contractor shall timely provide all documentation necessary to complete Town's review and approval process. This provision also applies to any acquisition, merger, or hostile takeover of Contractor. Failure to provide timely notification or obtain Town's written consent may result in a material breach of contract, termination by the Town, or the assessment of a processing fee. Any attempted assignment or delegation in violation of this Section is void.

21. USE BY OTHER GOVERNMENTAL AGENCIES ("PIGGYBACKING")

Other governmental agencies may make purchases in accordance with the contract, with Contractor's consent. Purchases are governed by the contract's terms and conditions except for the change in agency name. Agencies will be responsible and liable for their own purchases of materials or services under the contract. Town is not responsible for determining whether the other agency's use of a Town contract is proper and Town shall bear no liability whatsoever for any such use. A "piggybacking" agency must get written approval from Town to utilize contracts that include confidential and/or exempt information including, but not limited to, those related to cybersecurity, which Town may grant or withhold in its sole discretion. The "piggybacking" agency will be required to sign a confidentiality agreement. This provision does not extend to contracts entered by Town under the Consultant's Competitive Negotiation Act (CCNA).

22. USING DEPARTMENTS

Unless expressly stated otherwise in the Scope of Work, any Town department avail itself of this contract and procure the goods/services provided by Contractor at the contract price(s) established under the contract ("Using Department"). A contract modification may be issued by the Town identifying the requirements of any specific Town department(s), if Town deems it is necessary.

23. WARRANTIES

All warranties expressed and implied will be provided to Town for goods and services provided under the contract. Contractor agrees that the goods/services furnished under this contract will be covered under the most favorable commercial warranty given by Contractor to any customer, or which may be provided by law, equity, or statute for said goods and services including, but not limited to, warranties of merchantability and fitness for a particular purpose; these rights and remedies shall be in addition to, and

TOWN OF ASTATULA GENERAL TERMS & CONDITIONS FOR GOODS AND SERVICES

shall not be a limitation of, any rights afforded to Town by any other provision of the contract or those implied warranties to which Town is entitled to as a matter of law.

Warranties will begin on the date of Town's acceptance, which will be the date final payment is issued to Contractor and will last for a period of twelve (12) months unless otherwise specified in the Scope of Work, plans, or specifications. Contractor will obtain and assign to Town all express warranties given to Contractor or any of its subcontractors by any material suppliers and for any equipment or fixtures to be incorporated into the Work. Any special conditions within the Scope of Work supersede the manufacturer's standard warranty where such conditions are most favorable to Town. All warranties shall survive acceptance, payment, and termination of the contract.

24. DEFICIENCIES IN WORK

Contractor shall be responsible for promptly correcting any deficiency or defect in work, including any work that fails to conform to contract requirements, whether apparent or latent, at no cost to Town, within seven (7) days after Town notifies Contractor of such deficiency in writing, regardless of project completion status. If Contractor fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, Town may, at its sole discretion, notify Contractor in writing that Contractor may be debarred as a Town vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of Town within five (5) calendar days of receipt of the notice. If Contractor fails to satisfy the warranty/correct the work within the period specified in the notice, Town may: (i) place Contractor in default of its agreement; and (ii) procure the products or services from another source and charge Contractor for any additional costs that are incurred by Town for this work or items, either through a credit memorandum or through invoicing.

25. TOWN IS TAX-EXEMPT

When making direct purchases, Town is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Except for materials specifically identified and accepted by the Town for direct Town purchase under the Sales Tax Recovery Program, contractors conducting business with the Town are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations. Contractors are also prohibited from using the Town's Tax Exemption Certificate when procuring materials; misuse of the Town's tax exemption shall constitute fraud and grounds for termination and legal action. Contractor may obtain a copy of the Town's Tax Exemption Certificate at https://bccnet.laketownfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf.

26. SHIPPING TERMS, F.O.B. - DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION - Inside Delivery, FREIGHT ALLOWED. Town will not consider any Contractor proposal showing a F.O.B. point other than F.O.B.: Destination - Inside Delivery. Risk of loss remains solely with Contractor until final acceptance by Town.

27. ACCEPTANCE OF GOODS AND SERVICES

Goods or services provided under the contract will remain the property of Contractor, and services rendered will not be considered complete, until Town has conducted a physical inspection, verified actual performance, and accepted the goods or services as compliant with all contract terms and specifications. Acceptance is solely within Town's discretion and does not waive any rights or warranties.

Town reserves the right to inspect or test any goods or services delivered for compliance with contract specifications. If any goods or services are found to be defective, nonconforming, or otherwise inconsistent with the contract requirements, Town may, at its discretion, terminate the contract for

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cause or require corrective action by Contractor. Such corrective action may include return and replacement of non-compliant goods or the issuance of a full credit by Contractor. All costs associated with corrective action, including return shipping or replacement, shall be borne by Contractor.

Town will not be responsible for payment for any goods or services that fail to meet contract specifications. In addition, if Contractor fails to deliver acceptable goods or services by the date specified in a purchase order or contract, Town may procure the required goods or services from another source. Any cost incurred by Town because of such re-procurement, plus any increased product or service cost as well as administrative or handling costs, shall be charged to the Contractor and may be withheld from any amounts otherwise owed to the Contractor.

In no event shall Town be liable for payment exceeding the quantity or value of goods or services actually delivered and accepted under the contract.

28. OPEN QUANTITY CONTRACT

Unless expressly stated otherwise in the Scope of Work, Contractor acknowledges and agrees that this contract is an open quantity contract. Town makes no guarantees, express or implied, as to quantities or dollar value that will be used during the contract period. Town is not obligated to place an order for any given amount after the award of a contract and does not guarantee any minimum amount of work. Furthermore, Contractor agrees and acknowledges that in the event Contractor cannot meet Town's specifications including, but not limited to, time for completion or cost for any individual project/order, Town reserves the sole right to offer the individual project/order to Town's other contractor(s) or procure needed goods/services separately utilizing the Town's procurement procedures. Except for contracts entered under CCNA, if multiple contracts are in place for the same goods/services, Town may request competitive price quotes from all contractors under contract to award the work.

29. ADDITIONAL SERVICES & ANCILLARY ITEMS

Services not specifically identified in the contract may be added upon execution of a written amendment. Town reserves the right to award any additional services to Contractor or acquire the items from another vendor through a separate solicitation. While the Town has listed all major items within a solicitation, there may be ancillary or similar items purchased by the Town during the term of a contract. Contractor will provide a price quote for the ancillary items upon request; Town may request price quotes from all Contractors under contract if there are multiple contracts awarded. Town reserves the right to award these ancillary items to the primary Contractor; another contractor based on the lowest price quoted, if multiple contractors; or to acquire the items separately utilizing the Town's procurement procedures.

Although a contract may identify specific locations to be serviced, it is hereby agreed and understood that any Town department or facility may be added or deleted to the contract at the option of the Town. The location change will be addressed by formal contract modification. The Town may obtain price quotes for the additional facilities from other contractors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the Town's discretion. It is hereby agreed and understood that the Town may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

30. BEST PRICING OFFER

For contracts related to the provision of goods or products, if during the term of the contract Town becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the contract, but upon the same or similar terms of the contract, then Contractor will

TOWN OF ASTATULA GENERAL TERMS & CONDITIONS FOR GOODS AND SERVICES

extend the lower pricing to Town or Town may purchase that item for the lower price from another provider. Town will provide proof that the lower price is offered by another provider when requesting that Contractor reduce its prices. If Contractor lowers their pricing during the term of the contract, Contractor will automatically furnish the lower price to Town without prompting.

31. ACCURACY

Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished under the contract. Contractor shall, without additional compensation, timely correct or revise any errors, omissions, or other deficiencies resulting from the services provided.

32. SAFETY

Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA) and any other industry, federal, state or local government standards including, but not limited to, the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to, persons and property.

Contractor shall provide, and its employees shall utilize, all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations. All safety devices installed by the manufacturer on equipment utilized by the Contractor must be in place and in proper working order at all times; Contractor shall immediately repair or remove and replace any defective or altered equipment.

Contractor shall designate a competent person from its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in English because of the necessity to read job instructions and signs, as well as the need for conversing with Town personnel, other contractors, and persons affected by the work. This person must be the Contractor's superintendent unless otherwise designated in writing by Contractor to the Project Manager.

Contractor acknowledges that while working for Town, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by environmental or occupational health and safety authorities for failure to comply with these requirements will be borne solely by Contractor. Contractor certifies that all material, equipment, etc., to be used meet OSHA requirements and, if found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance will be borne by the Contractor.

Town may periodically monitor the work site for safety; should Town observe safety or health violations, Town has the authority, but not the duty, to require Contractor correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by Town, the work will be shut down immediately upon notice and will not resume until the unsafe condition has been remedied. No additional compensation or extension of time will be provided to Contractor and Contractor shall not be entitled to reimbursement of any demobilization costs, remobilization costs, or other expenses incurred resulting from work stoppage. If the violation is not corrected within a reasonable time, Town may, in its sole discretion, declare Contractor to be in default and terminate the agreement for cause.

Contractor shall be responsible for familiarizing itself with the work and retains ultimate responsibility for ensuring all work is performed in a manner consistent with all applicable safety standards and directives

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and is solely responsible for identifying and providing any additional safety measures required due to unique hazards related to the nature or location of the work.

33. SAFETY DATA SHEETS (SDS)

Contractor is responsible for ensuring Town receives the latest version of any SDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. Contractor shall maintain SDS for any materials utilized by Contractor in the performance of the work. Contractor shall promptly provide a new SDS to Town with updated information relevant to the specific material at any time the content of an SDS is revised.

34. TOBACCO, ALCOHOL, AND DRUGS

The use of tobacco products, including smoking and smokeless tobacco, as well as vaping devices, alcohol, and illegal drugs, are strictly prohibited on Town owned property. If Contractor becomes aware of alcohol or illegal drug use by Contractor's employees or subcontractors while on Town property, Contractor shall immediately remove the individual(s) from the jobsite and notify Town. Town may, in its discretion, require Contractor to remove individuals it reasonably believes to be under the influence of drugs or alcohol.

35. CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner at no additional cost to Town. Contractor must maintain sufficient and service appropriate supplies on-site to perform clean-up activities. At no time may Contractor use Town's cleaning supplies or equipment. Upon final completion, Contractor shall thoroughly clean-up all areas impacted by the work, as mutually agreed to with the Town's Project Manager. If at any time Contractor fails to clean up the work area to acceptable levels, Town may retain outside cleaning services and the actual cost for cleaning services will be deducted from Contractor's final payment. A minimum of \$50.00 to cover Town's time for securing services to properly clean and inspect the site will be charged to Contractor for each occurrence.

36. PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which Town has an interest, as well as any adjacent private property, must be protected against damage or interrupted services by Contractor. All necessary protective equipment, fencing, barriers, or similar structures, including pollution, erosion, and sediment controls, must be in place before the start of work and be maintained for the duration of the work. Contractor will be held responsible for repairing or replacing property to the satisfaction of the Town which is damaged by reason of Contractor's operations. In the event Contractor fails to comply with these requirements, Town reserves the right to secure the required services and charge the costs of such services back to Contractor. Contractor assumes the risk of loss of damage to the Town's property during possession of such property by Contractor and until delivery to and acceptance of that property to Town. Contractor will immediately repair, replace or make good on the loss or damage without cost to Town, whether the loss or damage results from acts or omissions, negligent or otherwise, of Contractor or a third-party.

37. CERTIFICATION, LICENSURE, PERMITS, AND FEES

Contractor shall, at the time it submits any offer to Town and for the full term of the contract, maintain all licenses, certifications, qualifications, and levels of experience and training required by applicable state or local regulatory authorities and as expressly stated or implied by the Town in the solicitation documents and any scope of work to provide the goods and/or services required under the contract. Contractor shall promptly notify Town in writing of any investigations, notices, or violations arising from

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or related to the Contractor's performance of the contract by any licensing, certifying, or regulatory body overseeing contractor's profession.

Contractor will be solely responsible for obtaining all necessary licenses, approvals, permits, and inspections (to include payment of fees) required to complete the service, unless expressly stated otherwise in the scope of work or solicitation documents, and shall comply with all laws, ordinances, regulations, building, or other code requirements applicable to the work.

Contractor shall ensure that any subcontractor engaged by Contractor to perform work under the contract is appropriately licensed and qualified to perform its portion of the work; Contractor shall be responsible for verifying the competency of its subcontractors and suppliers. Contractor shall provide proof of licensure or certification for itself and its subcontractors to Town upon request. Failure to maintain all required licenses, or obtain all required permits, inspections, or approvals, will entitle the Town, at its option, to terminate the contract. Damages, penalties, or fines imposed on Town or Contractor for Contractor's failure to obtain required licenses, permits, or inspections, or payment of fees, will be borne by Contractor and may be deducted by Town from Contractor's final payment, if charged directly to Town.

Contractor shall maintain sufficient financial support and organization to ensure satisfactory delivery of the goods and services provided under the contract.

38. INDEPENDENT CONTRACTOR; RESPONSIBILITY AS EMPLOYER

Contractor and all its employees agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint ventures, or partner of the Town. Contractor will have no authority to contract for or bind the Town in any manner and shall not represent itself as an agent of the Town or as otherwise authorized to act for or on behalf of the Town. Contractor shall bear sole responsibility for all employment-related obligations, including wages, taxes, benefits, and claims.

Contractor shall ensure that its employees are competent, careful and reliable; all employees must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and must make due and proper effort to execute the work in the manner prescribed in the contract documents. Town may require the Contractor to remove any employee it deems unacceptable. Contractor's employees may be required to wear appropriate identification.

39. MINIMUM WAGE

Under the contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

40. E-Verify

Upon award of a contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the contract.

The Contractor shall include in all contracts with subcontractors performing work under this Agreement to comply with Section 448.095, Florida Statutes, pursuant to any contract, an express requirement that

EXHIBIT C

subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract. Contractor's failure to comply with this section, or Contractor's use of any subcontractor that fails to comply with this section, shall constitute a material breach of this Agreement and shall entitle the Town to terminate this Agreement immediately for cause. Contractor shall be liable for all costs, damages, losses, and delays arising from such noncompliance.

41. INDEMNIFICATION REQUIREMENTS

41.1. General Indemnification Clause:

To the extent permitted by law, Contractor shall indemnify and hold harmless Town and its officers, employees, agents and instrumentalities from any and all liability, damages, losses, and costs, including attorneys' fees and costs of defense, which Town or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of the Town as set forth in Section 768.28, Florida Statutes. Contractor expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend Town or its officers, employees, agents and instrumentalities as provided in a solicitation or any contract arising from a solicitation. This indemnification shall survive the termination of this Agreement.

41.2. Indemnification Clause for State Funded Projects:

The following contract clause shall be included in any contract paid in whole or in part utilizing state funding sources including, but not limited to, Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), and the Florida Division of Emergency Management; the term "Department" shall apply to the applicable state agency providing funds:

To the extent permitted by law, Contractor shall indemnify and hold harmless Town and Department, including its officers, employees, agents and instrumentalities from any and all liability, damages, losses, and costs, including attorneys' fees and costs of defense, which Town or Department, or their respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Town or Department, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of the Town or the Department as set forth in Section 768.28, Florida Statutes. The Contractor expressly understands and agrees that any insurance protection required by the contract or

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otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the Town, the Department, or its officers, employees, agents and instrumentalities as provided in a solicitation or any contract arising from a solicitation. This indemnification shall survive the termination of this Agreement.

41.3. CCNA Indemnification Clause:

For contracts entered into under the Consultant's Competitive Negotiation Act (CCNA) Statute, the following contract clause will replace the General Contract Clause in paragraph 40.1 of this section:

The Consultant will indemnify and hold harmless Town and its officers, commissioners, and employees for any damages resulting from the failure of Consultant to take out and maintain the required insurance. The Consultant will indemnify and hold harmless the Town, its officers and employees from liabilities, damages, losses, and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its personnel, employees, and other person utilized by Consultant in the performance of this agreement, including defects in design and errors or omissions that result in material cost increases to Town, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid claims, losses, and judgments in connection therewith and the payment of all related fees and costs. The Town reserves the right to defend itself with its own counsel or retained counsel. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of Town as set forth in Section 768.28, Florida Statutes. This indemnification shall survive the termination of this Agreement.

42. FRAUD, MISREPRESENTATION, AND MATERIAL MISSTATEMENT

Any individual, corporation, or other entity that attempts to meet its contractual obligations through fraud, misrepresentation, or other material misstatement, may be debarred for up to five (5) years. The Town, **as a** further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. The individual or entity will be responsible for all direct and indirect costs associated with termination or cancellation, including attorneys' fees.

43. RIGHT TO AUDIT

Town reserves the right to require Contractor to submit to an audit, by any auditor of Town's choosing. Contractor shall provide access to all records which relate directly or indirectly to the contract at its place of business during regular business hours. Contractor shall retain all records pertaining to the contract and upon request make them available to the Town for five (5) complete calendar years following expiration of the contract or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. Contractor agrees to provide such assistance as may be necessary to facilitate review or audit by Town to ensure compliance with applicable accounting and financial standards.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by Contractor to Town in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of Town's audit must be reimbursed to Town by Contractor. Any adjustments or payments required as result of any such audit or inspection of Contractor's invoices or records must be made within a reasonable amount of time, but in no event more than ninety (90) calendar days from presentation of the Town's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered by Contractor in performance of any work under the contract.

43.1. TECHNOLOGY SERVICES

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the Town. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor. Failure to provide SOC reports upon request shall be grounds for suspension or termination.

44. PUBLIC RECORDS

Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under the contract are public records subject to the public records disclosure requirements of Section 119.07(1), Florida Statutes, and Article I, Section 24 of the Florida Constitution. Requests to inspect or copy public records relating to the Town's Contract for services must be made directly to the Town. If Contractor receives any such request, Contractor shall instruct the requester to contact the Town. If the Town does not possess the requested records, the Town shall immediately notify the Contractor of such request, and the Contractor must provide the records to the Town or otherwise allow the records to be inspected or copied within a reasonable time.

43.1 All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the TOWN will be the property of the TOWN and will be turned over to the TOWN upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the TOWN are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the TOWN.

43.2 Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

43.2.1 Keep and maintain public records required by the TOWN to perform the services identified herein.

43.2.2 Upon request from the TOWN'S custodian of public records, provide the TOWN 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 law.

43.2.3 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 contract if the CONTRACTOR does not transfer the records to the TOWN.

43.2.4 Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If CONTRACTOR transfers all public records to the TOWN upon completion of the contract,

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CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

43.3 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWN OF ASTATULA OFFICE 25009 C.R. 561 Astatula FL. 34705. 352-724-1100, TownClerk@astatula.org

43.4 Failure to provide the public records to the Town within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

43.5 Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GSI-SL {"Schedule"} for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

43.6 Contractor shall indemnify, defend, and hold the Town harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes Town to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Town of Astatula on an expedited basis to enforce the requirements of this section.

43.7 The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that Contractor has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that Contractor is acting on behalf of the Town as provided under section 119.011(2), Florida Statutes. As stated above, Contractor may contact Town with questions regarding the application of the Public Records Law; however, Contractor is advised to seek independent legal counsel as to its legal obligations. Town cannot provide Contractor advice regarding its legal rights or obligations.

44. PROPRIETARY/CONFIDENTIAL INFORMATION

44.1. Solicitation Documents, Quotes, Vendor Proposals.

All information submitted in response to a solicitation will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"); Contractor should not submit any information in response to a solicitation which the Contractor considers proprietary or confidential. The

submission of any information to Town in connection with a solicitation will be deemed a waiver from release of the submitted information unless Contractor specifically asserts confidentiality by citing the specific statute/law that provides an exemption/confidentiality and clearly identifies the specific section(s) of the Vendor's documents to which it applies, otherwise all confidentiality is waived by Vendor. FAILURE TO SPECIFICALLY CITE AN EXCEPTION TO STATE PUBLIC RECORDS LAW OR FEDERAL LAW WILL BE DEEMED A WAIVER; GENERAL ASSERTIONS OF CONFIDENTIALITY ARE NOT ACCEPTED.

44.2. Confidential and/or Exempt Information.

Contractor must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received as part of a solicitation and contract and which are produced by Contractor under the contract. Contractor agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Town. Upon completion of the work, Contractor will return to Town all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents, and electronic files. Contractor, upon request, will provide written certification to Town that all documents designated as confidential and/or exempt have been returned to Town or destroyed; Town's failure to request written certification is not a waiver of Contractor's responsibilities under this section.

45. TERMINATION

45.1. Termination for Convenience

The Town, at its sole discretion, reserves the right to terminate the contract upon thirty (30) days written notice to Contractor without penalty to Town; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the Town until said service is completed and accepted. Upon receipt of such notice, the Contractor shall not incur any additional costs under the contract unless expressly authorized to do so by Town. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the Town with the required thirty (30) day advance written notice, Town shall reimburse Contractor for actual work satisfactorily completed and reasonable expenses incurred by Contractor prior to the date of termination. The Town will be the sole judge of "reasonable costs."

45.2. Termination due to Unavailability of Funding

When funds are not appropriated or otherwise made available to support continuation of performance of the contract in a current or subsequent fiscal year, the contract will be cancelled by the Town without penalty, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

45.3. Termination for Cause or Default

The Town reserves the right to terminate any contract, in whole or in part, or effect other appropriate remedy, in the event of Contractor's actual or anticipated failure to perform in accordance with any of the terms and conditions in the contract documents. Town further reserves the right to suspend or debar Contractor in accordance with the Town's ordinances, resolutions, and administrative orders. Town will provide Contractor written notice of default and Town's intent to terminate the contract and Contractor will be given ten (10) business days to cure the default. If the default is not cured to the satisfaction of the Town within the time provided, the Town shall have the right, in its sole discretion, to take any of the following action(s): (i) immediately terminate the agreement in whole or in part by written notice thereof; (ii) begin assessment of liquidated damages, if applicable; (iii) upon written request by Contractor setting forth a reasonable basis for additional time, grant Contractor additional time to cure the default; and/or (iv) take such any other action as Town deems in its best interest,

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including, but not limited to, seeking all available legal and equitable remedies. Termination costs shall not apply to Town. The thirty (30) day advance notice requirement is waived in the event of termination for cause. In the event of termination for default, the Town may procure the required goods and/or services from any source, using any method it deems to be in its best interest. All re-procurement costs will be borne by the Contractor; Town shall have the right to withhold final payment to Contractor to cover costs incurred resulting from Contractor's breach of contract

46. COPYRIGHTS

Any copyright derived from a contract will belong to the author. The author and the Contractor shall expressly assign to Town nonexclusive, royalty free rights to use any and all information provided by Contractor in any deliverable or report for the Town's use, which may include publishing in Town documents and distribution as the Town deems to be in its best interest. If anything included in any deliverable limits the rights of the Town to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

Town owns and retains all proprietary rights and interest in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display Town's Intellectual Property. The Town has the right to redact the Town Logo displayed on any submission. No intellectual property created under this Agreement may be reused by Contractor for another client if such reuse would impair the Town's interests. Use of any Town Intellectual Property requires express written consent from the Town. Any unauthorized use shall constitute a material breach of this Agreement and may result in termination and all other remedies available to the Town.

47. SOVEREIGN IMMUNITY

Town expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of Town beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third-party for the purpose of allowing any claim against Town, which would otherwise be barred under the law.

48. FORCE MAJURE

The Parties will exercise every reasonable effort to meet respective obligations under the contract but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and other cause whatsoever beyond the reasonable control of the parties. Contractor shall provide written notice to the Town within five (5) business days of becoming aware of a force majeure that will significantly delay performance. Failure to provide timely notice shall constitute a waiver of any claim of force majeure by Contractor. Upon receipt of Contractor's written notice, Town shall determine, in its sole discretion, whether a force majeure event has occurred and whether a schedule extension or other accommodation is warranted; any extension of time or accommodation granted by Town shall be formalized through a contract modification or change order signed by both parties. Town shall not be obligated to grant Contractor any increase in compensation due to a force majeure event and shall not be liable to Contractor for damages or increased costs; an extension of time shall be Contractor's sole remedy. The Town may terminate the contract, in whole or in part, if a force majeure event materially impairs performance or frustrates the purpose of the contract, without liability to Contractor other than payment for goods or services properly delivered and accepted prior to termination.

Notwithstanding the foregoing, contracts for goods or services expressly entered for emergency response purposes following manmade or natural disasters/emergencies shall not claim force majeure for delays and/or failures in performance by Contractor that are in any way related to emergency/disaster conditions (i.e., fuel shortages, airport closures, lodging shortages, etc.) and shall be expected to perform immediately following such event.

49. NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against Town because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve Contractor of duty to perform or give rise to any right to damages or additional compensation from Town. Contractor's sole remedy will be the right to seek an extension to the contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of Town.

50. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, FEDERAL STANDARDS

Contractor shall comply with all federal, state, and local laws, regulations, and standards applicable to provision of the goods and/or services specified in the contract to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA), and any successor or analogous regulatory authority.

51. CIVIL RIGHTS COMPLIANCE

Contractor affirms that during the contract term it will comply with all applicable federal, state, and local civil rights laws including, but not limited to, Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992. Contractor shall not, on the basis of race, color, national origin, religion, sex, age, disability, or marital status, discriminate in any manner against its employees or applicants for employment. Contractor shall also ensure that all subcontractors comply with the same requirements. Contractor acknowledges the validity of any contract is conditioned upon the truthfulness of this statement.

52. RETURN OF MATERIALS

Upon the request of the Town, but in any event upon termination of the contract, Contractor shall surrender to Town all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under the contract, that were furnished to the Contractor by the Town pursuant to the contract.

53. PUBLIC ENTITY CRIMES; FLORIDA CONVICTED/SUSPENDED VENDOR LISTS

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Contractor affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

54. DISCRIMINATORY VENDOR LIST (STATE FUNDED PROJECTS)

As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list 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

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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. Contractor affirms that it is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under the contract are not listed on the Discriminatory Vendor List.

55. ANTITRUST VIOLATOR VENDOR LIST (STATE FUNDED PROJECTS)

As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. Contractor affirms that it is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under the contract are not listed on the Antitrust Violator Vendor List.

56. FOREIGN GIFTS AND CONTRACTS

Pursuant to Section 286.101, Florida Statutes, Contractor shall disclose to Town any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(l)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor's disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Town may request records relevant to a reasonable suspicion that a disclosure has not been made and Contractor shall provide the required records within thirty (30) days of Town's request, or at a later time as agreed to by the Parties. Contractor shall ensure that all subcontractors whose work is material to performance under the contract comply with this provision to the extent required by law, and Contractor shall remain responsible for such compliance.

57. CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes, for contracts where Contractor may have access to personal identifying information, Contractor certifies to the Town that (1) Contractor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in Contractor; and (3) Contractor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

58. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Per Section 287.05701, Florida Statutes, Town will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

59. NET ZERO POLICIES

Per Section 377.816, Florida Statutes, Town does not provide purchasing or procurement preferences to vendors on the basis of any net zero policy adopted by vendor nor the fuel source utilized by, or in the production of, any such goods provided by vendor.

60. CERTIFICATION REGARDING SCRUTINIZED COMPANIES

Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to a solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of \$1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

61. ANTI-TRAFFICKING RELATED ACTIVITIES & COMPLIANCE WITH HUMAN TRAFFICKING LAWS

60.1. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR employees, and their agents from: (1) Engaging in severe forms of trafficking in persons during the period of performance of the contract; (2) Procuring commercial sex acts during the period of performance of the contract; (3) Using forced labor in the performance of the contract; (4) Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority; (5) Using misleading or fraudulent practices during the recruitment of employees; (6) Charging employees or potential employees recruitment fees; (7) Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees; (8) Providing or arranging housing that fails to meet the host country housing and safety standards; or (9) Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

60.2. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. Contractor agrees to comply with laws related to human trafficking and shall

TOWN OF ASTATULA GENERAL TERMS & CONDITIONS FOR GOODS AND SERVICES

provide the Town with a signed affidavit affirming compliance with human trafficking laws before entering into a contract with Town.

62. STATE FOREST PRODUCTS

Pursuant to Section 255.20(3), Florida Statutes, contracts for the construction of public works, such as public bridges, buildings, and other structures, must utilize lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal. This requirement does not apply: (i) to plywood specified for monolithic concrete forms; (ii) if the structural or service requirements for timber for a particular job cannot be supplied by native species; (iii) if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture; or (iv) to transportation projects for which federal aid funds are available.

63. ADA REQUIREMENTS

Contractor shall ensure that all deliverables, including without limitation, websites, web applications, mobile applications, software, electronic documents, multimedia content, digital platforms, and any related user interfaces or content made available to end users by Contractor for use by Town under this contract, are accessible and comply with all aspects of both the Americans with Disabilities Act (ADA) and WCAG (Web Content Accessibility Guidelines) 2.1 Level AA, as amended. This includes, but is not limited to, providing alternative text for images, ensuring that all interactive elements are navigable via keyboard, and providing captions for all video content. Contractor shall promptly remediate any nonconformance discovered or reported, at no additional cost to Town. This duty to remediate at Contractor's cost shall survive the termination of the contract. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of the contract for default and Contractor being held liable for any damages or costs incurred by Town as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

64. PROHIBITION ON CONTRACTING WITH TERRORIST ORGANIZATIONS

Per Section 943.03102(4)(b), Florida Statutes, the Florida Legislature has enacted laws to prohibit contracting with foreign or domestic terrorist organizations as published in the Florida Administrative Register. Contractor agrees to comply with laws related to designated domestic or foreign terrorist organizations and is responsible for ensuring that any of Contractor's counterparties, subcontractors, owners, and affiliates engaged or proposed to be engaged under this contract are not designated as domestic or foreign terrorist organizations. Contractor shall provide Town with a signed affidavit, affirming compliance before entering into a contract with Town.

65. IMMIGRATION REFORM AND CONTROL ACT

Contractor acknowledges that the State of Florida has not "opted out" of 8 USC 1621 and agrees that if Contractor is provided a grant of public funds from Town, use of said public funds will comply with 8 USC 1621. Contractor shall provide Town with a signed affidavit affirming compliance before entering into a contract with Town.

66. PROHIBITION RELATED TO DIVERSITY, EQUITY, AND INCLUSION

Per Section 287.139, Florida Statutes, the Florida Legislature has enacted laws prohibiting the use of public funds for requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1) ("DEI"). Contractor agrees to comply with laws related to use of public funds for DEI related activities; Contractor shall provide Town with a signed affidavit affirming compliance before entering a contract with Town.

67. CONTRACTS FOR GOODS OR SERVICES RELATED TO EMERGENCY RESPONSE(§ 252.505, FS)

To the extent applicable to this contract, in addition to any liquidated damages provisions which may be included herein and without waiving any legal and equitable remedies available to TOWN, in the event of a breach of this contract by CONTRACTOR during an "emergency recovery period," CONTRACTOR shall also be required to pay TOWN a \$5,000 statutory penalty for each breach of this contract, pursuant to Section 252.505, Florida Statutes. The term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

68. FIRST PRIORITY FOR GOODS AND SERVICES

It is hereby made a part of this contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of nature that TOWN shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the TOWN. CONTRACTOR agrees to rent/sell/lease all goods and services to the TOWN or other governmental entities as opposed to a private citizen, on a first priority basis. TOWN expects to pay contractual prices for all goods or services required during an emergency situation. CONTRACTOR shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

69. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

The contract will be made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action shall lie in Town of Astatula, Florida, and Contractor irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. Contractor irrevocably and unconditionally waives any objection to venue or claim of inconvenient forum. CONTRACTOR KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

70. CAPTIONS

The captions utilized are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions herein.

71. SEVERABILITY

The invalidity or unenforceability of any particular provision of the contract will not affect the other provisions of the contract, and the contract must be construed in all respects as if such invalid or unenforceable provisions were omitted; upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify the contract to reflect the original intent of the parties in entering the contract.

72. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164. Town may withhold access to any protected or confidential information unless and until such agreement is fully executed.

If Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from Town or another source, while providing services to Town under the contract, Contractor shall only use or disclose that information pursuant to the SAMHSA regulations. Contractor shall be fully responsible for the acts and omissions of its employees, agents, subcontractors, and representatives with respect to protected or confidential information. Contractor shall bear all costs of breach notification, mitigation, credit monitoring,

TOWN OF ASTATULA GENERAL TERMS & CONDITIONS FOR GOODS AND SERVICES

regulatory response, and remediation. Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information. Any unauthorized use or disclosure of protected or confidential information shall constitute a material breach of the contract and shall entitle the Town to immediate termination, injunctive relief, and any other remedies available at law or in equity.

73. NOTICES

All notices given by one party to the other party under the contract must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

Contractor: to the address provided in its bid submittal to Town or, in the case of an informal solicitation, to the address provided on Contractor's quote; and

Town: to the Town Clerk Office 25009 C.R. 561 Astatula FL. 34705 with a copy emailed to Townclerk@astatula.org

All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

[The remainder of this page intentionally left blank.]

The undersigned hereby declares that Click or tap here to enter text. has reviewed and accepts all specifications, tenns, and conditions outlined in this Solicitation and affinnns compliance with all legal requirements necessary to conduct business with the Town, and to provide **Engineering Services for the Town's Water Facility, as specified**. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda Furthermore, the undersigned confinnns they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon related Notice to Proceed. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The Town reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2.0 PAYMENT

Contractor shall email the Town Clerk an accurate invoice within 30 calendar days after delivery. Invoices shall reference: the Town of Astatula Water Facility, purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a Town representative at the time of acceptance. Failure to submit invoices in the prescnoed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All pricing will be FOB Destination unless otherwise specified in this solicitation document Pricing submitted will remain valid for a ninety (90) day period.

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I confirm that I have reviewed Exhibit C - General Tenns and Conditions (v.07.26) and agree to the tenns as written including the Proprietary/Confidential Information section. Choose an item.

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Choose an item.

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, finnn, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any Town Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by

Contractor at no additional cost to Town. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The Town reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the Town harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. Choose an item.

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Town does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.

and enter OSD Certification Number Click or tap here to enter text.

and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT

A contract award expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](#)

REQUIRED for this project - The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov](#) | [Home](#): Click or tap here to enter text.

9.0 LOCAL VENDOR PREFERENCE - N/A

10.0 GENERAL VENDOR INFORMATION

Firm Name: Click or tap here to enter text.

Street Address: Click or tap here to enter text.

City: Click or tap here to enter text. State and ZIP Code: Click or tap here to enter text.

Mailing Address (if different): Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Purchase Order Email Address: Click or tap here to enter text.

Federal Identification Number/ TIN: Click or tap here to enter text.

11.0 SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am

an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda
Name of Legal Representative Submitting this Proposal: Click or tap here to enter text.

Date: Click or tap to enter a date.

Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Primary E-mail Address: Click or tap here to enter text.

Secondary E-mail Address: Click or tap here to enter text.

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

AFFIDAVIT OF COMPLIANCE WITH FLORIDA & FEDERAL LAW

Before me, the undersigned authority, personally appeared (Name of affiant) _____, who, after being firstduly sworn, deposes and says of their personal knowledge the following:

1. Affiant is the **(Title)**, _____ of **(Business Name)** _____ which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm Business is not owned by a foreign country of concern, a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. entitled "Human Trafficking."
5. *Compliance with Prohibition on Support of Terrorist Organizations:* I affirm Business is in full compliance with Section 943.03102, Florida Statutes; Business does not, and will not directly, or indirectly support a foreign or domestic terrorist organization, or any member of such organization, nor enter into any contract with or accept any funds from a foreign or domestic terrorist organization whose designation as such has been published in the Florida Administrative Register in accordance with applicable law.
6. *Prohibition Related to Diversity, Equity, and Inclusion.* I affirm Business is in full compliance with Section 287.139, Florida Statutes; Business will not and does not utilize funds provided by County in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1).
1. *Compliance with 8 USC 1621.* I acknowledge that the State of Florida has not "opted out" of 8 USC 1621 and affmn if Business is provided a grant of public funds from County, use of said public funds will comply with 8 USC 1621.
8. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the, _____ day of _____, 20__ .

BY: _____
Signature of Affiant

Printed Name

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ , by _____, who is ☐ personally known to me or ☐ has produced identification (type): _____

(Notary Signature)

(SEAL)

CONSULTANT

[illegible]

SUB CONSULTANTS

[illegible]

1. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Consultant must execute this Certificate and include it with the submittal of its proposal or as prescribed in the solicitation.
2. The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project are accurate, complete, and current at the time of contracting.
3. The Consultant acknowledges that the original agreement price, as well as any subsequent increases, will be adjusted to exclude any substantial amounts that Lake County determines were added because of inaccurate, incomplete, or outdated wage rates or other factual unit costs. All such adjustments to the agreement must be made within one (1) year following the conclusion of the agreement.

CONSULTANT

Finn Name: _____

Signature: _____

Print Name: _____

Title: _____

This ____ day of _____, 20__.

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____

(print name of officer or agent)

on behalf of _____
(name of corporation/entity)

He/she is personally known to me or has produced

_____ as identification.

(NOTARY SEAL)

Notary Signature_____
Print Name_____
Commission Expiration:

I HEREBY CERTIFY that

I _____ am _____
 (title) and the duly authorized representative of the firm of
 (Firm Name) _____ whose address is _____

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the finn for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this day of ----- 20

Personally Known _____
OR Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Notary Signature)

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, Initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: _____ (Seal)

BY: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this _____ day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS FORM MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE.

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Submit at least three verifiable references for projects completed within five years similar in magnitude to the Solicitation. List no more than two Lake County Government Projects first (past, current, prime, and subcontractor). No FOOT references.

TYPE YOUR FIRM'S NAME HERE

PROJECT NAME: Click or tap here to enter text.

Agency: Click or tap here to enter text.

Address: Click or tap here to enter text.

City, State, Zip code: Click or tap here to enter text.

Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Email: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Project Cost: Click or tap here to enter text.

Contract Start and End Dates: Click or tap here to enter text.

SCOPE of Project (list tasks, outlines or descriptions of items): Click or tap here to enter text.

PROJECT NAME: Click or tap here to enter text.

Agency: Click or tap here to enter text.

Address: Click or tap here to enter text.

City, State, Zip code: Click or tap here to enter text.

Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Email: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Project Cost: Click or tap here to enter text.

Contract Start and End Dates: Click or tap here to enter text.

SCOPE of Project (list tasks, outlines or descriptions of items): Click or tap here to enter text.

PROJECT NAME: Click or tap here to enter text.

Agency: Click or tap here to enter text.

Address: Click or tap here to enter text.

City, State, Zip code: Click or tap here to enter text.

Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Email: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Project Cost: Click or tap here to enter text.

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PROJECT NAME: Click or tap here to enter text.

Agency: Click or tap here to enter text.

Address: Click or tap here to enter text.

City, State, Zip code: Click or tap here to enter text.

Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Email: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Project Cost: Click or tap here to enter text.

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PROJECT NAME: Click or tap here to enter text.

Agency: Click or tap here to enter text.

Address: Click or tap here to enter text.

City, State, Zip code: Click or tap here to enter text.

Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Email: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Project Cost: Click or tap here to enter text.

Contract Start and End Dates: Click or tap here to enter text.

SCOPE of Project (list tasks, outlines or descriptions of items): Click or tap here to enter text.

**EXHIBIT D SAMPLE
AGREEMENT**

**AGREEMENT BETWEEN
ASTATULA, FLORIDA,
AND [VENDOR NAME],
FOR ENGINEERING SERVICES**

This is an Agreement between Astatula, Florida, a political subdivision of the State of Florida (the "TOWN") and [Entity Name], a [Entity Type], its successors and assigns ("CONSULTANT"), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the TOWN publicly submitted a Request for Statements of Qualification (RSQ) for procurement of professional services under the Consultants' Competitive Negotiations Act, Section 287.055, Florida Statutes, following the guidelines set forth under such Act; and,

WHEREAS, TOWN sought through RSQ firms or individuals qualified to provide Solid Waste Engineering Services to assist the Town's Office of Solid Waste on a variety of matters; and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the Parties and public served by the TOWN.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

- 1. Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of Town Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.
- 2. Purpose.** The purpose of this Agreement is for CONSULTANT to provide engineering services for the construction of our Water Plant Upgrade
- 3. Consultants Competitive Negotiation Act.** Since this is a "continuing contract" under the provisions of Section 287.055, Florida Statutes, professional services provided under this Agreement are limited to individual projects for which the estimated construction cost of the individual project under the contract does not exceed \$7.5 million or, after July 1, 2025, the maximum amount allowed as published by the Florida Department of Management Services; or, for study activities, where the fee for professional services for each individual study under the contract does not exceed \$500,000.00.

4. **Scope.** On the terms and conditions set forth in this Agreement, the TOWN hereby engages CONSULTANT to provide engineering and consulting services for the TOWN, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONSULTANT'S Submittal Form, attached hereto and incorporated herein as **Exhibit A (Composite)**. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by the Parties. The TOWN reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

5. **Effective Date and Term.**

A. This Agreement will be effective upon the first day of the next calendar month after approval by the Astatula Board of Town Commissioners (Effective Date).

B. This Agreement will remain in effect for one (1) year from the Effective Date with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon written mutual agreement of the Parties. CONSULTANT shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the TOWN and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the TOWN.

C. **Continuation of Work.** Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the TOWN and CONSULTANT, continue until completion at the same prices, terms and conditions.

D. **Contract Extensions.** TOWN has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the expiration of a contract term. In such event, TOWN will notify CONSULTANT in writing of the extension. This Agreement may be extended beyond the initial ninety (90) day extension upon the mutual, written agreement of TOWN and CONSULTANT.

6. **Task Orders** CONSULTANT acknowledges and agrees that if work is assigned to CONSULTANT, each individual project shall have a specific project scope agreed to by the Parties by way of a Task Order. ALL TASK ORDERS SHALL BE REVIEWED AND APPROVED BY THE ASTATULA OFFICE OF PROCUREMENT SERVICES AND THE ASTATULA ATTORNEY'S OFFICE FOR THE TOWN PRIOR TO CONSULTANT'S BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONSULTANT. It is understood that the project scope may be modified by change order as the service progresses, but to be effective and binding, any such change order must be in writing, executed by the Parties, and in accordance with the Town's Purchasing Policies and Procedures.

7. **Open Quantity Contract.** Unless expressly stated otherwise in the Scope of Work, CONSULTANT acknowledges and agrees that this Agreement is an open quantity contract. TOWN makes no guarantees, express or implied, as to quantities or dollar value that will be used during the Agreement period. TOWN is not obligated to place an order for any given amount of services and this Agreement does not guarantee any minimum amount of work. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the TOWN'S specifications, including, but not limited to, time for completion or cost for individual project, that the TOWN reserves the sole right to offer the individual project to the TOWN'S other consultant(s) or procure needed goods/services separately utilizing the TOWN'S procurement procedures.

8. Consultant Personnel.

A. Key Personnel. CONSULTANT agrees that each person listed or referenced in CONSULTANT'S proposal package provided in response to this RFQ shall be available to perform the services described herein for the TOWN barring illness, accident, or other unforeseeable events of a similar nature, in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications; each replacement person is subject to prior written approval of the TOWN. In the event the requested substitute is not satisfactory to the TOWN and the matter cannot be resolved to the satisfaction of the TOWN, the TOWN reserves the right to terminate this Agreement. A list of CONSULTANT'S Key Personnel, Subconsultants, and Joint Ventures under this Agreement are attached hereto and incorporated herein as **Exhibit B (Composite)**. If personnel are substituted utilizing the services of subconsultant entities not included in CONSULTANT'S proposal, restrictions related to subcontracting in **Paragraph 21** of this Agreement shall apply to CONSULTANT'S replacement. •

B. CONSULTANT will be responsible for providing that all personnel are competent, experienced, and reliable. All personnel must have sufficient skill and experience to perform their assigned task(s) properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the agreement documents. When the TOWN determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the TOWN. Should the CONSULTANT fail to remove such person or persons, the TOWN may withhold all payments which are or may become due in connection with the Services subject to the removal or may suspend the Services with approval of the TOWN until such orders are complied with.

C. No alcoholic beverages or drugs are permitted on any TOWN properties. Evidence of alcoholic beverages or drug use by an individual on TOWN property will result in immediate termination from the job site.

D. E-Verify. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall comply with Section 448.095, Florida Statutes. CONSULTANT must include an express requirement that in any contracts with subcontractors performing work under this Agreement that subcontractor utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract. CONSULTANT'S failure to comply with this section, or CONSULTANT'S use of any subcontractor that fails to comply with this section, shall constitute a material breach of this Agreement and shall entitle the TOWN to terminate this Agreement immediately for cause. CONSULTANT shall be liable for all costs, damages, losses, and delays arising from such noncompliance.

9. Pricing.

A. TOWN will pay, and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit B (Composite)**. Agreement prices will prevail for the full duration of the Agreement.

B. Pricing for each project assigned by the TOWN to CONSULTANT shall be based upon a lump sum fee, arrived at utilizing the hourly rates set forth in CONSULTANT'S Pricing Schedule in effect at the time a Task Order is issued. The personnel needed for each individual project shall be determined through the Task Order. Upon reviewing the project specific scope, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The lump sum fee will be the approved total hours and related direct expenses. **All incidental parts and materials that have a cost of \$25.00 or less, needed to complete the work as specified within the Scope of Service, will be considered part of overhead and will be included in CONSULTANT'S hourly labor rate. There will not be a charge less than \$25.00 showing on an invoice.**

10. **Invoicing and Payment.**

A. CONSULTANT shall submit an accurate invoice to TOWN Using Department as designated in each specific Task Order issued for Services under this Agreement. The date of the invoice must be after delivery but no more than thirty (30) calendar days after delivery. The CONSULTANT will be assigned work by Task Order, and each Task Order will be assigned a single identification number for billing purposes. Invoices must be submitted to SolidWasteinvoices@lakeTownfl.gov. Invoices must reflect the type of service provided to the TOWN and must include: the contract number; Task Order or purchase order number; date and location of delivery or service; confirmation of acceptance of the goods and/or services by the appropriate TOWN representative; detail of the cost incurred for services performed; and a detailed progress report for each specific task. Invoices must include sufficient documentation to substantiate payment requests. Failure to submit invoices in the prescribed manner will delay payment and CONSULTANT may be considered in default of contract, and its contract may be terminated.

B. TOWN shall reimburse CONSULTANT for required services timely submitted and approved and accepted by TOWN in accordance with the terms of this Agreement.

C. The TOWN will make payment on all invoices timely submitted, approved, and accepted by TOWN, in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes; payment will be made as specified in Section 218.73, Florida Statutes. TOWN will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after the due date. CONSULTANT must invoice TOWN for any interest accrued to receive the interest payment. No interest will accrue when payment is delayed because of a dispute between the TOWN and the CONSULTANT, or a dispute as to the accuracy or completeness of any request for payment received; this exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

D. Other than the fees and rates set forth in **Exhibit B (Composite)**, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

E. Neither the TOWN'S review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the TOWN in accordance with applicable law for all damages suffered directly

or indirectly by the TOWN caused by the CONSULTANT'S negligent performance of any of the services furnished under this Agreement. The rights and remedies of the TOWN provided for under this Contract are in addition to any other rights and remedies provided by law.

F. **Improper Payment Requests and Invoice Disputes.** Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

G. **Compensation of Consultant's Subconsultants and Suppliers.** Upon receipt of payment from the TOWN, the CONSULTANT shall pay each of its subconsultants and suppliers out of the amount received by the CONSULTANT on account of such subconsultant's or supplier's portion of the Service, the amount to which each entity is entitled. The TOWN will have no obligation to pay and will not be responsible for payments to the CONSULTANT'S subconsultants or suppliers.

11. Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee Agreements or Task Orders exceeding \$195,000, the CONSULTANT must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of this Agreement. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate; in addition, for continuing contracts, CONTRACTOR'S proposal in response to a Task Order shall constitute CONSULTANT'S certification and execution of a Truth in Negotiation Certificate. TOWN reserves the right to request a CONSULTANT execute separate Truth in Negotiation Certificates for services under this Agreement in addition to the certification provided for herein.

12. Compliance with Grant Funding Requirements. In the event any part of this Agreement, including project specific tasks, is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms, and agrees to incorporate any required terms in the Task Order or through amendment to this Agreement, as appropriate. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the TOWN as upon issuance of any such Task Order.

13. Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by TOWN to CONSULTANT shall be and/or remain the property of TOWN. CONSULTANT shall perform any acts that may be deemed necessary or desirable by TOWN to more fully transfer ownership of all Tasks and/or deliverables to TOWN. Additionally, CONSULTANT hereby represents that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and TOWN recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in the Agreement or Task Order; TOWN'S alteration of CONSULTANT'S work product or its use by TOWN for any other purpose will be at TOWN'S sole risk.

14. Town Responsibilities.

A. The TOWN shall pay CONSULTANT in accordance with the provisions of this Agreement.

B. TOWN will promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed.

C. Project Manager. TOWN shall designate one TOWN staff member to act as TOWN'S Project Manager. It is agreed to by the Parties that the TOWN'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Scope of Services, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this agreement. The TOWN'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

D. The TOWN retains the right to inspect all work to verify compliance with this contract.

15. Insurance. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the TOWN, policies of insurance as indicated in **Exhibit C**, attached hereto and incorporated herein by reference. CONSULTANT shall provide TOWN with evidence of insurance satisfactory to TOWN.

16. Non-Collusion. CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the TOWN were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the TOWN, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the TOWN reserves the right to terminate this Agreement without cost or penalty to the TOWN.

17. Prohibition Against Contingent Fees. CONSULTANT, by entering this Agreement, warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this 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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

18. Conflicts of Interest. Contracting with Town Employees. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of the TOWN has any material interest either directly or indirectly in the business of CONSULTANT conducted under the contract and that no such person may have any such interest at any time during the term of this contract unless approved by the TOWN in writing. CONSULTANT shall

promptly disclose in writing to TOWN any circumstances that arise during the term of the contract that could reasonably be viewed as an actual, potential, or apparent conflict of interest, and shall take all steps reasonably requested by TOWN to mitigate or eliminate such conflict.

19. Disadvantaged Businesses (Projects Utilizing State or Federal Transit Funds). TOWN has adopted Policy LCC-80 which assures and encourages the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services for projects utilizing state or federal transit funding or grants. When a contract is funded utilizing state and/or federal transit funding or grants, CONTRACTOR shall comply with TOWN Policy assuring and encouraging the participation of DBE in the provision of goods and services, as such policy may be amended from time to time, as well as the applicable provisions of 49 C.F.R. Part 26

20. State Registration Requirements. CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of registration may be required prior to award of a contract. If CONSULTANT claims an exemption from registration, CONSULTANT shall provide a written explanation and certification of the exemption claimed to TOWN along with proof CONSULTANT is in good standing in the state in which it is registered.

21. Consultant as Prime; Use of Subcontractors and Subconsultants.

A. CONTRACTOR shall act as the prime contractor in providing the goods and/or services required by TOWN and will assume full responsibility for the successful performance under the contract. CONSULTANT shall be considered the sole point of contact regarding meeting all requirements of this Agreement. CONTRACTOR'S subcontractors may be subject to advance review by the TOWN regarding competency and security concerns. CONTRACTOR will be responsible for all insurance, permits, licenses, and related matters for all subcontractors utilized by CONTRACTOR to provide the goods and/or services under the contract. TOWN may require CONTRACTOR to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

B. All subconsultants and subcontractors will be subject to advance review by the TOWN in terms of competency, security concerns, and compliance with applicable laws. No change in subconsultants or subcontractors included as part of CONSULTANT'S proposal shall be made during the Term of the Agreement. CONSULTANT shall be responsible for all insurance, professional certifications, licenses and related matters for any and all subconsultants. Even if the subconsultant is self-insured, the TOWN may require the CONSULTANT to provide any insurance certificates required by the work to be performed. Approval, review, or oversight by TOWN of any subcontractor, or the TOWN'S communication with or direction regarding any subcontractor, shall not relieve or reduce the CONTRACTOR'S obligations or liability for performance, nor create any duty or liability of the TOWN to any subcontractor.

C. **The combined expenses of subconsultants and subcontractors without a TOWN contract are limited to ten percent (10%) of the Task Order, not to exceed \$35,000.00.** Subconsultants or subcontractors currently under contract with the TOWN obtained through competitive solicitation, may be utilized by CONSULTANT without limits. CONSULTANT may be required to use subconsultants or subcontractors currently under contract with the TOWN. No change in subconsultants or subcontractors approved for an individual Task Order will be made without consent of the TOWN.

D. CONSULTANT shall not subcontract any portion of the work without the prior written consent of the TOWN. Subcontracting without the prior consent of the TOWN may result in termination of the Agreement for default.

22. **Binding Effect of Agreement.** This Agreement will be binding upon and will inure to the benefit of each of the Parties and of their respective successors and permitted assigns. This Agreement may not be amended, released, discharged, rescinded, or abandoned except by a written instrument duly executed by each of the Parties, unless otherwise provided for herein.

23. **No Additional or Conflicting Consultant Terms.**

A. **Express Rejection of Contractor Terms.** TOWN expressly objects to, rejects, and disclaims any and all additional or different terms and conditions proposed or supplied by CONSULTANT, regardless of form or timing, including, without limitation, any terms contained in or referenced in any CONSULTANT quote, proposal, bid, invoice, order acknowledgement, packing slip, bill of lading, email, hyperlink, website, online portal, click-through or browsewrap page, shrinkwrap or box-top terms, or other communications or documents, whether written, oral, or electronic.

B. **Online/Browsewrap/Clickwrap/Shrinkwrap Terms.** Without limiting the foregoing, TOWN rejects and will not be bound by any browsewrap, clickwrap, click-through, web-posted, portal-based, shrinkwrap, box-top, or similar online or embedded terms, even if access is provided to, or use is made of, CONSULTANT websites, portals, tools, software, or services, and even if TOWN is required to "accept," "agree," or click through such terms to proceed.

C. **Void and No Effect.** Any such additional or different terms referenced in the foregoing subparagraphs are void and of no effect, shall be deemed material and expressly objected to by TOWN, and shall not modify, supplement, or become part of any contract between the Parties.

D. **Controlling Terms: No Implied Assent by Town.** The terms and conditions supplied by TOWN, (including any terms included or referenced in any Purchase Order, Scope(s) of Work, and solicitation documents issued by TOWN) control and govern all goods and services provided by CONSULTANT. Commencement of performance by CONSULTANT, shipment, delivery, performance, or TOWN'S acceptance, inspection, use of goods or services, or payment, shall not constitute or be deemed TOWN'S assent to any CONSULTANT terms or any modification of the contract.

E. **Exclusive Method of Amendment.** Any change to, or deviation from, the terms and conditions supplied by TOWN -is effective only if set forth in a written amendment or contract modification expressly referencing the contract and signed by authorized representatives of both Parties in accordance with TOWN'S purchasing procedures. No other act, usage, course of dealing, course of performance, trade practice, email exchange, or click-through shall modify the contract.

F. **Contractor Acceptance by Performance.** CONSULTANT'S commencement of performance, preparation for performance, or delivery under a Purchase Order issued by TOWN constitutes CONSULTANT'S acceptance of the terms and conditions set forth in this document and TOWN provided materials to the exclusion of any CONSULTANT supplied terms.

24. **No Waiver.** The failure of any Party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision

hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

25. Modification of Contract. The Agreement may be modified by mutual consent of duly authorized Parties through the issuance of a contract modification, change order, purchase order, or formal amendment, as appropriate, but to be effective and binding, the modification must be in writing, executed by the Parties following the TOWN'S procurement procedures. No modification shall be binding upon the TOWN unless approved in accordance with TOWN policies and signed by an authorized TOWN representative.

26. Additional Services & Non-Exclusivity. Services not specifically identified but similar in nature may be added may be added to the Agreement upon execution of a written amendment. The TOWN reserves the right to award any additional services to the CONSULTANT or to acquire the items from another vendor through a separate solicitation. TOWN reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the TOWN be liable for billings in excess of the quantity of goods or services provided under the Agreement.

27. Retaining Other Consultants. Nothing herein shall be deemed to preclude the TOWN from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

28. Assignment of Agreement. CONSULTANT shall not assign, transfer, or otherwise convey the contract, in whole or in part, or delegate any duty thereunder, including any rights, title or interests, or authority to execute the contract without TOWN'S prior written consent, which TOWN may grant, condition, or withhold in its sole discretion. No such consent shall be construed as making the TOWN a Party to the assignment or subcontract or subjecting the TOWN to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the TOWN must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the TOWN immediately, and in no case more than thirty (30) days after the effective date of the acquisition. The TOWN shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the TOWN'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the TOWN may result in a material breach of this Agreement and termination by the TOWN or assessment of a processing fee. Any attempted assignment or delegation in violation of this Section is void.

29. Use by Other Governmental Agencies ("Piggybacking"). As an Agreement entered under the Consultant's Competitive Negotiation Act (CCNA), use of this Agreement by other governmental agencies to procure the services provided herein is not authorized.

30. Using Departments. This Agreement is not specific to a TOWN department and it is agreed and understood by the Parties that any TOWN department may avail itself of this Agreement and procure services specified herein at the Agreement price(s) established herein ("Using Department"). An Agreement modification will be issued by the TOWN identifying the requirements of any specific TOWN department(s), if TOWN deems necessary.

31. Accuracy and Standard of Care. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under the same or similar circumstances at the same time and in the same locality.

32. Deficiencies in Work. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, reports or other services due to CONSULTANT'S negligence or causes within CONSULTANT'S reasonable control. Any re-performance or revisions shall be made within seven (7) calendar days after such errors or non-conformances are reported by the TOWN.

If the CONSULTANT fails to correct the work within the period specified, the TOWN may, at its discretion, notify the CONSULTANT, in writing, that the CONSULTANT is subject to contractual default provisions if the corrections are not completed to the satisfaction of the TOWN within seven (7) calendar days of receipt of the notice. If the CONSULTANT fails to correct the work within the period specified in the notice, the TOWN may place the CONSULTANT in default, obtain the services of another CONSULTANT to correct the deficiencies, and charge the incumbent CONSULTANT for these costs, either through a deduction from the final payment owed to the CONSULTANT or through invoicing. If the CONSULTANT fails to honor this invoice or credit memo, the TOWN may terminate the contract for default.

33. Town is Tax-Exempt. When making direct purchases, TOWN is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C- 1). Except for materials specifically identified and accepted by the TOWN for direct TOWN purchase under the Sales Tax Recovery Program, contractors conducting business with the TOWN are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations. Contractors are also prohibited from using the TOWN'S Tax Exemption Certificate when procuring materials; misuse of the TOWN'S tax exemption shall constitute fraud and grounds for termination and legal action. CONTRACTOR may obtain a copy of the TOWN'S Tax Exemption Certificate at [https://bccnet.lakeTowntl.gov/documents/finance/forms/Tax Exemption Form.pdf](https://bccnet.lakeTowntl.gov/documents/finance/forms/Tax%20Exemption%20Form.pdf).

34. Shipping Terms, F.O.B. - Destination. The F.O.B. point for any product ordered will be F.O.B.: DESTINATION - Inside Delivery, FREIGHT ALLOWED. TOWN will not consider any contractor proposal showing a F.O.B. point other than F.O.B.: Destination - Inside Delivery. Risk of loss remains solely with CONSULTANT until final acceptance by TOWN.

35. Acceptance of Professional Services. All services and deliverables provided by CONSULTANT are subject to TOWN'S review, testing, and written approval prior to acceptance. CONSULTANT shall provide each deliverable and any related work product in accordance with the Scope of Work and applicable specifications, acceptance criteria, and milestones (collectively, the "Specifications"). Upon receipt of any deliverable, TOWN will, within a reasonable amount of time, review and test the deliverable for conformity with the Specifications (the "Acceptance Period"). Acceptance shall occur only upon TOWN'S express written notice of acceptance. No use, payment, or delay shall constitute or be deemed acceptance absent such written notice. If TOWN determines, in its reasonable discretion, that any service or deliverable fails to conform to the Specifications or otherwise does not meet the agreed-upon standards of quality, performance, completeness, or timeliness, TOWN will provide CONSULTANT

with notice of rejection specifying the deficiencies. Upon rejection, the deliverable shall be deemed not accepted and CONSULTANT shall, at its sole cost and expense and without delay, promptly correct, repair, re-perform, or replace the nonconforming services or deliverables to bring them into full conformity with the Specifications. CONSULTANT shall submit the corrected or replacement Deliverable for re-review, which shall trigger a new Acceptance Period.

TOWN'S review, inspection, testing, or use of any services or deliverables before written acceptance shall not constitute acceptance or a waiver of any rights or remedies. CONSULTANT remains responsible for meeting all Specifications and for latent or hidden defects discovered after acceptance in accordance with the warranty and indemnity provisions of this Agreement.

36. Similar or Ancillary Services. Similar services not specifically identified in the Agreement may be added upon execution of a written amendment. Town reserves the right to add any additional services to CONSULTANT or acquire the items from another vendor through separate solicitation. While the TOWN has listed all major services expected to be required by TOWN departments in conjunction with their operations, there may be similar or ancillary services that must be purchased by the TOWN during the term of this Agreement. Under these circumstances, a TOWN representative will contact the CONSULTANT to obtain a price quote for the similar or ancillary work.

37. Safety. To the extent required for the Services provided under this Agreement, CONSULTANT, when performing any field work or job-site related services, shall at all times (a) comply with all applicable federal, state, and local occupational health and safety laws, regulations, and orders; (b) comply with all TOWN, contractor, and site-specific safety rules, policies, procedures, and orientations communicated to CONSULTANT; and (c) follow the lawful directions, of the site safety manager or other authorized safety personnel. CONSULTANT shall, at its own expense, furnish and properly use appropriate personal protective equipment (PPE) required by applicable law or site policy for the activities to be performed, which may include, without limitation, hardhats, high-visibility garments, safety footwear, eye and hearing protection, gloves, and respiratory protection as applicable. CONSULTANT shall ensure that all PPE is in good condition, properly fitted, and used in accordance with manufacturer instructions and site requirements. Notwithstanding anything to the contrary, CONSULTANT is solely responsible for the safety of its personnel and subcontractors performing work under this Agreement.

38. Safety Data Sheets. To the extent required for the Services provided under this Agreement, CONSULTANT is responsible for ensuring TOWN has received the latest version of any SDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material made under this Agreement. CONSULTANT shall promptly provide a new SDS to the TOWN with the new information relevant to the specific material at any time the content of an SDS is revised.

39. Tobacco, Alcohol, and Drugs. The use of tobacco products, including smoking and smokeless tobacco, as well as vaping devices, alcohol, and illegal drugs, are strictly prohibited on TOWN owned property. If CONSULTANT becomes aware of alcohol or illegal drug use by CONSULTANT'S employees or subcontractors while on TOWN property, CONSULTANT shall immediately remove the individual(s) from the jobsite and notify TOWN. TOWN may, in its discretion, require CONSULTANT to remove individuals it reasonably believes to be under the influence of drugs or alcohol.

40. Cleanup. If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner at no additional cost to TOWN. CONSULTANT must have sufficient and Service appropriate supplies on-site for clean-up. At no time

may the CONSULTANT use TOWN cleaning supplies or equipment. Upon final completion, the CONSULTANT shall thoroughly clean-up all areas where work has been involved as mutually agreed with the TOWN'S Project Manager. If at any time the CONSULTANT fails to clean up the work area to acceptable levels, the TOWN may retain outside cleaning services and the actual costs for this service will be deducted from the CONSULTANT'S final payment. A minimum of \$50.00 to cover TOWN'S time for securing services to properly clean and inspect the site will be charged to CONSULTANT for each occurrence.

41. Protection of Property & Risk of Loss. To the extent applicable to the Services provided under this Agreement, all existing structures, utilities, services, roads, trees, shrubbery, and property in which the TOWN has an interest, as well as any adjacent private property, must be protected against damage or interrupted services by the CONSULTANT. All necessary protective equipment, fencing, barriers, or similar structures, including pollution, erosion, and sediment controls, must be in place before the start of work and be maintained for the duration of the work. CONSULTANT will be held responsible for repairing or replacing property to the satisfaction of the TOWN which is damaged by reason of CONSULTANT'S operations. In the event CONSULTANT fails to comply with these requirements, TOWN reserves the right to secure the required services and charge the costs of such services back to CONSULTANT by invoice or credit memo. CONSULTANT assumes the risk of loss of damage to the TOWN'S property during possession of such property by CONSULTANT and until delivery to and acceptance of that property to TOWN. CONSULTANT will immediately repair, replace or make good on the loss or damage without cost to TOWN, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONSULTANT or a third-party.

42. Certification, Licensure, Permits, and Fees.

A. CONSULTANT shall, for the full term of this Agreement, all licenses, certifications, qualifications, and levels of experience and training required by applicable state or local regulatory authorities and as expressly stated or implied by the TOWN in the solicitation documents and any scope of work to provide the services required under this Agreement. CONSULTANT shall promptly notify TOWN in writing of any investigations, notices, or violations arising from or related to the CONTRACTOR'S performance of the Agreement by any licensing, certifying, or regulatory body overseeing contractor's profession.

B. CONSULTANT will be solely responsible for obtaining all necessary licenses, approvals, permits, and inspections (to include payment of fees) required to complete the service, unless expressly stated otherwise in this Agreement, and shall comply with all laws, ordinances, regulations, building, or other code requirements applicable to the services provided.

C. CONSULTANT shall ensure that any subcontractor engaged by CONSULTANT to perform work under this Agreement is appropriately licensed and qualified to perform its portion of the work; CONSULTANT shall be responsible for verifying the competency of its subcontractors and suppliers. CONSULTANT shall provide proof of licensure or certification for itself and its subcontractors to TOWN upon request. Failure to maintain all required licenses, or obtain all required permits, inspections, or approvals, will entitle the TOWN, at its option, to terminate the contract. Damages, penalties, or fines imposed on TOWN or CONSULTANT for CONSULTANT'S failure to obtain required licenses, permits, or inspections, or payment of fees, will be borne by CONSULTANT and may be deducted by TOWN from CONSULTANT'S final payment or invoiced to CONSULTANT, if charged directly to TOWN.

D. CONSULTANT shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement.

43. Independent Contractor; Responsibility as Employer. CONSULTANT and all its employees agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the TOWN. CONSULTANT will have no authority to contract for or bind TOWN in any manner and shall not represent itself as an agent of TOWN or as otherwise authorized to act for or on behalf of TOWN. CONSULTANT shall bear sole responsibility for all employment-related obligations, including wages, taxes, benefits, and claims.

CONSULTANT shall provide employees that are competent, careful, and reliable and capable of performing the work as required. The TOWN may require the CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT may be required to wear appropriate identification.

44. Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONSULTANT for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(t) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, Whichever is higher.

45. Professional Services Indemnification. To the extent permitted by law, CONSULTANT will indemnify and hold harmless the TOWN and its officers, commissioners, and employees for any damages resulting from failure of CONSULTANT to take out and maintain the required insurance. To the extent permitted by law, CONSULTANT will indemnify and hold harmless TOWN, its officers, commissioners, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other persons utilized by CONSULTANT in the performance of this Agreement, including negligent defects in design and errors or omissions that result in material cost increases to TOWN, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid (third-party) claims, losses, and judgements in connection therewith and the payment of all related fees and costs. The TOWN reserves the right to defend itself with its own counsel or retained counsel. The indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of the TOWN as set forth in Section 768.28, Florida Statutes. This indemnification shall survive the termination of this Agreement.

46. Fraud, Misrepresentation, and Material Misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the TOWN through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The TOWN as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees and costs.

47. Right to Audit.

A. TOWN reserves the right to require CONSULTANT to submit to an audit by any auditor of the TOWN'S choosing. CONSULTANT shall provide access to all its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the TOWN for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS I-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the TOWN to ensure compliance with applicable accounting and financial standards.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by CONSULTANT to the TOWN in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the TOWN'S audit shall be reimbursed to the TOWN by CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of CONSULTANT'S invoices and records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) calendar days, from presentation of the TOWN'S audit findings to CONSULTANT.

C. CONSULTANT agrees to include the requirements of this provision in all contracts with subconsultants and material suppliers in connection with the work performed under this Agreement. The provisions of this section are hereby considered to be included within, and applicable to, any subcontractor agreement entered by CONSULTANT in performance of any work under the Agreement.

48. Technology Services. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the TOWN. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

49. Public Records. CONSULTANT acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under the contract are public records subject to the public records disclosure requirements of Section 119.07(1), Florida Statutes, and Article J, Section 24 of the Florida Constitution. Requests to inspect or copy public records relating to the TOWN'S Contract for services must be made directly to the TOWN. If CONSULTANT receives any such request, CONSULTANT shall instruct the requestor to contact the TOWN. If the TOWN does not possess the requested records, the TOWN shall immediately notify the CONSULTANT of such request, and the CONSULTANT must provide the records to the TOWN or otherwise allow the records to be inspected or copied within a reasonable time.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the TOWN will be the property of the TOWN and will be turned over to the TOWN upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the TOWN are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S

office or facility. The CONSULTANT will maintain the files and papers for not less than five (5) complete calendar years after the Service has been completed or terminated, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS I-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the TOWN'S Project Manager.

B. Pursuant to Section 119.070 I, Florida Statutes, CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the TOWN to perform the services identified in this Agreement.

2. Upon request from the TOWN'S custodian of public records, provide the TOWN 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 law.

3. 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 contract if CONSULTANT does not transfer the records to the TOWN.

4. Upon completion of the contract, transfer, at no cost, to the TOWN all public records in possession of CONSULTANT or keep and maintain public records required by the TOWN to perform the service. If CONSULTANT transfers all public records to the TOWN upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

c. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ASTATULA OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKETOWNFL.GOV.

D. Failure to provide the public records to the TOWN within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.070 I, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS I-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. CONSULTANT shall indemnify, defend, and hold the TOWN harmless for and against any and all claims, damage awards, and causes of action arising from the CONSULTANT'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third-party claims or awards for attorney's fees and costs arising therefrom. CONSULTANT authorizes TOWN to seek declaratory, injunctive, or other appropriate relief against CONSULTANT from a Circuit Court in Astatula on an expedited basis to enforce the requirements of this section.

G. The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that CONSULTANT has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that CONSULTANT is acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes. As stated above, CONSULTANT may contact TOWN with questions regarding the application of the Public Records Law; however, CONSULTANT is advised to seek independent legal counsel as to its legal obligations. TOWN cannot provide CONSULTANT advice regarding its legal rights or obligations.

50. Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Agreement or prepared by CONSULTANT as part of any Task Order issued authorizing work under this Agreement. CONSULTANT agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the TOWN. Upon completion of each Task Order, CONSULTANT will return to TOWN all confidential and/or exempt project documents, including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONSULTANT, upon request, will provide written certification to TOWN that all documents designated as confidential and/or exempt have been returned to the TOWN or destroyed; TOWN'S failure to request written certification is not a waiver of CONSULTANT'S responsibilities under this section.

51. Termination.

A. Termination for Convenience. The TOWN, at its sole discretion, reserves the right to terminate the contract upon thirty (30) days written notice to CONSULTANT without penalty to TOWN; but if any service or task under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the TOWN until said service is completed and accepted. Upon receipt of such notice, CONSULTANT shall not incur any additional costs under the contract unless expressly authorized to do so by TOWN. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the TOWN with the required thirty (30) day advance written notice, TOWN shall reimburse CONSULTANT for actual work satisfactorily completed

and reasonable expenses incurred by CONSULTANT prior to the date of termination. The TOWN will be the sole judge of "reasonable costs."

B. Termination Due to Unavailability of Funding. When funds are not appropriated or otherwise made available to support continuation of performance of the contract in a current or subsequent fiscal year, the contract will be cancelled by the TOWN upon thirty (30) calendar days written notice without penalty, and the CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

C. Termination for Cause or Default. The TOWN reserves the right to terminate this Agreement, in whole or in part, or effect other appropriate remedy, in the event of CONSULTANT'S actual or anticipated failure to perform in accordance with any of the terms and conditions in the contract documents. TOWN further reserves the right to suspend or debar CONSULTANT in accordance with the TOWN'S ordinances, resolutions, and administrative orders. TOWN will provide CONSULTANT written notice of default and TOWN'S intent to terminate the Agreement, and CONSULTANT will be given ten (10) business days to cure the default. If the default is not cured to the satisfaction of the TOWN within the time provided, the TOWN shall have the right, in its sole discretion, to take any of the following action(s): (i) immediately terminate the Agreement in whole or in part by written notice thereof; (ii) begin assessment of liquidated damages, if applicable; (iii) upon written request by CONSULTANT setting forth a reasonable basis for additional time, grant CONSULTANT additional time to cure the default; and/or (iv) take such any other action as TOWN deems in its best interest, including, but not limited to, seeking all available legal and equitable remedies. Termination costs shall not apply to TOWN. The thirty (30) day advance notice requirement is waived in the event of termination for cause. In the event of termination for default, the TOWN may procure the required goods and/or services from any source, using any method it deems to be in its best interest. All re-procurement costs will be borne by the CONSULTANT; TOWN shall have the right to withhold final payment to and/or invoice CONSULTANT to cover costs incurred resulting from CONSULTANT'S breach of contract.

52. Copyrights. Any copyright derived from this Agreement will belong to the author. The author and the CONSULTANT shall expressly assign to the TOWN nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable or report for the TOWN'S use which may include publishing in TOWN documents and distribution as the TOWN deems to be in its best interests. If anything included in any deliverable limits the rights of the TOWN to use the information, the deliverable will be considered defective and not acceptable, and the CONSULTANT will not be eligible for any compensation.

The TOWN owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or CONSULTANT to use or display TOWN'S Intellectual Property. No intellectual property created under this Agreement may be reused by CONSULTANT for another client if such reuse would impair the TOWN'S interests. Use of any TOWN Intellectual Property requires express written consent from the TOWN. Any unauthorized use shall constitute a material breach of this Agreement and may result in termination and all other remedies available to the TOWN.

53. Sovereign Immunity. TOWN expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of TOWN beyond any statutory limited waiver of immunity or

limits of liability. Nothing will inure to the benefit of any third-party for the purpose of allowing any claim against TOWN, which would otherwise be barred under the law.

54. Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other Party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. CONSULTANT shall provide written notice to the TOWN within five (5) business days of becoming aware of a force majeure that will significantly delay performance. Failure to provide timely notice shall constitute a waiver of any claim of force majeure by CONSULTANT. Upon receipt of CONSULTANT'S written notice, TOWN shall determine, in its sole discretion, whether a force majeure event has occurred and whether a schedule extension or other accommodation is warranted; any extension of time or accommodation granted by TOWN shall be formalized through a contract modification or change order signed by both Parties. TOWN shall not be obligated to grant CONSULTANT any increase in compensation due to a force majeure event and shall not be liable to CONSULTANT for damages or increased costs; an extension of time shall be CONSULTANT'S sole remedy. The TOWN may terminate the contract, in whole or in part, if a force majeure event materially impairs performance or frustrates the purpose of the contract, without liability to CONSULTANT other than payment for goods or services properly delivered and accepted prior to termination.

Notwithstanding the foregoing, contracts for goods or services expressly entered for emergency response purposes following manmade or natural disasters/emergencies shall not claim force majeure for delays and/or failures in performance by CONSULTANT that are in any way related to emergency/disaster conditions (i.e., fuel shortages, airport closures, lodging shortages, etc.) and shall be expected to perform immediately following such event.

55. No Claim for Damages. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the TOWN. CONSULTANT expressly acknowledges and agrees that the CONSULTANT will receive no damages for delay; CONSULTANT'S sole remedy will be the right to seek an extension of time. However, this provision will not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the TOWN.

56. Claims and Disputes.

A. Claims by CONSULTANT must be made in writing to the TOWN within two (2) business days of the event giving rise to the claim, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim.

B. CONSULTANT shall proceed diligently with its performance as directed by the TOWN, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the TOWN in writing. The TOWN shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, TOWN will respond to the claim in writing within fifteen (15) business days notifying CONSULTANT that the claim is either approved or denied. If denied, the TOWN will specify the grounds for denial. CONSULTANT will then have fifteen (15) business days in which to provide additional supporting documentation, or to notify the TOWN that the original claim stands as is. (2) If the claim is not resolved, the TOWN may, at its option, choose to submit the matter to non-binding mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the TOWN declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Astatula, Florida.

D. Claims by the TOWN against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the TOWN. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services." CONSULTANT shall respond in writing within fifteen (15) business days of receipt of the claim. If the claim cannot be resolved, the TOWN may submit the matter to mediation as set forth in (C) above.

E. Arbitration will not be considered as an alternative of dispute resolution.

57. **Compliance with Applicable Laws, Regulations, and Federal Standards.** The CONSULTANT will at all times comply with all applicable Federal, State and local laws, rules, regulations, and standards in effect at the time Services are performed. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. In the event a federal, state, or local statute, code, regulation or ordinance is modified or created during the term of this Agreement which is applicable and related to the services provided under this Agreement, the Parties will jointly determine if an amendment to this Agreement is necessary.

58. **Civil Rights-Compliance.** CONSULTANT affirms that during the term of this Agreement it will comply with all applicable state, federal, and local civil rights laws, including, but not limited to, Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992. CONSULTANT shall not, on the basis of race, color, national origin, religion, sex, age, disability, or marital status, discriminate in any form or manner against CONSULTANT'S employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance. CONSULTANT shall require that any subcontractors providing services under this Agreement comply with the same requirements.

59. **Return of Materials.** Upon the request of the TOWN, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the TOWN all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the TOWN pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

60. **Public Entity Crimes; Florida Convicted/Suspended Vendor Lists.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. CONSULTANT affirms that it is not currently listed

on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

61. Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list 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. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

62. Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

63. Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the TOWN any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONSULTANT'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The TOWN may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONSULTANT shall provide the required records within thirty (30) days of the TOWN making such request, or at a later time as agreed to by the Parties. CONSULTANT shall ensure that all subcontractors whose work is material to performance under the contract comply with this provision to the extent required by law, and CONSULTANT shall remain responsible for such compliance.

64. Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONSULTANT may have access to personal identifying information, CONSULTANT certifies to the TOWN by submitting its bid that (1) CONSULTANT is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling

interest in CONSULTANT; and (3) CONSULTANT is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

65. Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the TOWN will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

66. Net Zero Policies. Per Section 377.816, Florida Statutes, the TOWN does not provide purchasing or procurement preferences to vendors on the basis of any net zero policy-adopted by vendor nor the fuel source utilized by, or in the production of, any such goods provided by vendor.

67. Certification Regarding Scrutinized Companies. By executing this Agreement, CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. CONSULTANT further understands that any contract with the TOWN for goods or services may be terminated at the option of the TOWN if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

CONSULTANT, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the TOWN for goods or services of \$1 million or more may be terminated at the option of the TOWN if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

68. Anti-Trafficking Related Activities & Compliance with Human Trafficking Laws.

A. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit contractors, contractor employees, and their agents from engaging in severe forms of trafficking in persons during the period of performance of the Agreement; procuring commercial sex acts during the period of performance of the Agreement; using forced labor in the performance of the Agreement; destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing

authority; using misleading or fraudulent practices during the recruitment of employees; charging employees or potential employees recruitment fees; failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees; providing or arrange housing that fails to meet the host country housing and safety standards; or failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

B. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONSULTANT agrees to comply with laws related to human trafficking and has provided the TOWN with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with human trafficking laws.

69. State Forest Products. Pursuant to Section 255.20(3), Florida Statutes, contracts for the construction of public works, such as public bridges, buildings, and other-structures, must utilize lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal. This requirement does not apply: (i) to plywood specified for monolithic concrete forms; (ii) if the structural or service requirements for timber for a particular job cannot be supplied by native species; (iii) if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture; or (iv) to transportation projects for which federal aid funds are available.

70. ADA Requirements. CONSULTANT shall ensure that all deliverables, including without limitation websites, web applications, mobile applications, software, electronic documents, multimedia content, digital platforms, and any related user interfaces or content made available to end users by CONSULTANT for use by TOWN under this Agreement, are Accessible and comply with all aspects of both the Americans with Disabilities Act (ADA) and WCAG (Web Content Accessibility Guidelines) 2.1 Level AA, as amended. This includes, but is not limited to, providing alternative text for images, ensuring that all interactive elements are navigable via keyboard, and providing captions for all video content. CONSULTANT shall promptly remediate any nonconformance discovered or reported, at no additional cost to TOWN. This duty to remediate at CONSULTANT'S cost shall survive the termination of this Agreement. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of this Agreement and CONSULTANT being held liable for any damages or costs incurred by TOWN as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

71. Prohibition on Contracting with Terrorist Organizations. Per Section 943.03102(4)(b), Florida Statutes, the Florida Legislature has enacted laws to prohibit contracting with foreign or domestic terrorist organizations as published in the Florida Administrative Register. CONTRACTOR agrees to comply with laws related to designated domestic or foreign terrorist organizations and is responsible for ensuring that any of CONTRACTOR'S counterparties, subcontractors, owners, and affiliates engaged or proposed to be engaged under this Agreement are not designated as domestic or foreign terrorist organizations. CONTRACTOR has provided TOWN with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with state terrorism law.

72. Immigration Reform and Control Act. CONTRACTOR acknowledges that the State of Florida has not "opted out" of 8 USC 1621 and agrees that if CONTRACTOR is provided a grant of public funds from TOWN, use of said public funds will comply with 8 USC 1621. CONTRACTOR has provided

TOWN with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with federal law.

73. **Prohibition Related to Diversity, Equity, and Inclusion.** Per Section 287.139, Florida Statutes, the Florida Legislature has enacted laws prohibiting the use of public funds for requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1) ("DEi"). CONTRACTOR agrees to comply with laws related to use of public funds for DEi related activities; CONTRACTOR has provided TOWN with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with state terrorism law.

74. **Contracts for Goods or Services Related to Emergency Response(\$ 252.505 FS).** To the extent applicable to this Agreement, in addition to any liquidated damages provisions which may be included herein and without waiving any legal and equitable remedies available to TOWN, -in the event of a breach of this Agreement by CONSULTANT during an "emergency recovery period," CONSULTANT shall also be required to pay TOWN a \$5,000 statutory penalty for each breach of this Agreement, pursuant to Section 252.505, Florida Statutes. The term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

75. **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Astatula, Florida, and CONSULTANT irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. CONSULTANT irrevocably and unconditionally waives any objection to venue or claim of inconvenient forum. THE CONSULTANT, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

76. **Captions.** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

77. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of the Agreement, and the Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted; upon such determination that any term or other provision is invalid/illegal, or unenforceable, the Parties shall negotiate in good faith to modify the Agreement to reflect the original intent of the Parties in entering the contract.

78. **Construction of Agreement.** The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

79. **Notices.**

A. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT:

If to TOWN:

Astatula Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida, 32778

Wit/1 a Copy to:

Astatula Attorney
315 West Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date for such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Each Party may change its mailing address by giving to the other Party, by hand delivery, United States registered or certified mail, notice of election to change such address.

80. Scope of Agreement. This Agreement is intended by the Parties hereto to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications.

This Agreement contains the following exhibits, all of which are incorporated into this Agreement:

Exhibit A (Composite)Scope of Services, Addenda, Submittal Forms, and Consultant's Proposal (---- pages).

ExhibitB(Composite).....Pricing Schedule & Consultant's Key Personnel, Subconsultants, and Joint Ventures (---- pages).

Exhibit CInsurance Requirements (2 pages).

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the TOWN through its Board of Town Commissioners, signing by and through its Chairman; and by the CONSULTANT through its duly authorized representative.

CONSULTANT

[VENDOR NAME]

Name, Title

License: _____

This _____ day of _____, 2026.

TOWN

ASTATULA, FLORIDA, through its BOARD OF
TOWN COMMISSIONERS

Leslie Campione, Chainnan

This ____ day of _____ 2026.

ATTEST:

Gary Cooney, Clerk
Board of Town Commissioners of
Astatula, Florida

Approved as to form and legality:

Melanie Marsh
Town Attorney