



COOPERATIVE PURCHASING AGREEMENT FOR SAFETY SHOE PROGRAM

THIS COOPERATIVE PURCHASING AGREEMENT FOR SAFETY SHOE PROGRAM ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SHOES FOR CREWS, LLC** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 13-4282362) ("Vendor").

WHEREAS, after a competitive procurement process, Citrus County, Florida entered into a Purchase Agreement for the Safety Shoe Program with Shoes for Crews, LLC for the provision of providing protective footwear to Citrus County employees, Citrus County contract number QTE 22-129 (the "Citrus County Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of protective footwear to City of Ocala employees pursuant to essentially the same terms and conditions provided under the Citrus County Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Vendor agrees to extend the terms, conditions, and pricing of the Citrus County Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Safety Shoe Program as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **Citrus County Agreement:** shall mean the Purchase Agreement for Safety Shoe Program between Citrus County and Shoes for Crews, LLC and its exhibits, as amended and attached hereto as **Exhibit A – Citrus County Agreement**.
3. **INCORPORATION OF CITRUS COUNTY AGREEMENT.** The Citrus County Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Citrus County Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the



Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- A. Exhibit A: Citrus County Agreement (A-1 through A-18)
5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Citrus County Agreement are modified and replaced, in their entirety, as follows:
- A. The terms "Citrus County," "County," or "Board of County Commissioners" "shall be replaced and intended to refer to the "City of Ocala."
 - B. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Citrus County Agreement**.
 - C. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **JUNE 19, 2023** and continue through and including **SEPTEMBER 12, 2025**.
 - A. **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Risk Department**, 110 SE Watula Avenue Ocala, Florida 34471 Attn: **Richard Dennis** E-Mail: rdennis@ocalafl.org; Office: 352-629-3989.
 - B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - C. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
 - D. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - E. **Amounts Due to the City.** Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers



for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

21. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

22. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
23. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
24. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same.



Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

25. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
26. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
27. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
28. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
29. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
30. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:



If to Vendor:

Shoes for Crews, LLC
Attention: Allen Becker
5000 T-Rex Ave, Suite 100
Boca Raton, Florida 33431
Phone: 717-350-6489
E-mail: allenb@shoesforcrews.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

31. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
32. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.



33. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
34. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
35. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
36. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
37. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
38. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
39. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
40. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
41. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
42. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations,



understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

43. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 7/17/2023.

ATTEST:

DocuSigned by:

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 Angel B. Jacobs
 City Clerk

CITY OF OCALA

DocuSigned by:

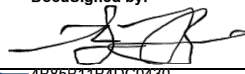
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 Christopher Watt
 Chief of Staff

Approved as to form and legality:

DocuSigned by:

 B07DCFC4E86E429...
 William E. Sexton, Esq.
 City Attorney

SHOES FOR CREWS, LLC

DocuSigned by:

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By: Allen Becker
 (Printed Name)

Title: Director of Sales
 (Title of Authorized Signatory)



**Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING**

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

September 16, 2022

Allen Becker, Director of Sales – Public Sector
Shoes For Crews, LLC
5000 T-Rex Ave, Suite 100
Boca Raton, Florida 33431

REF: Agreement: - QTE 22-129 Safety Shoe Program

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement on September 13, 2022.

Agreement enclosed for your files. Congratulations.

Sincerely,

Karin McMahon

Karin McMahon
Purchasing Assistant
Department of Management and Budget

cc: Mary Glancy, Risk Manager
Colleen Scott, Management & Budget Director

CERTIFIED TO BE A TRUE COPY

ANGELA VICK

CLERK OF THE CIRCUIT COURT

Shoes For Crews, LLC

S 15 DAY OF SEPT. 2022



PURCHASE AGREEMENT

This Purchase Agreement is entered into by the parties this 13th day of September, 2022.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Shoes For Crews, LLC, (Vendor).

2.0 Designated Contact Person as to County:

Mary Glancy, Risk Manager
Citrus County Risk Management
3600 W. Sovereign Path, Suite 180
Lecanto, Florida 34461
Phone: 352-527- 5363
Fax: 352-527-5300
Email: mary.glancy@citrusbocc.com

3.0 Designated Contact Person as to Vendor:

Allen Becker, Director of Sales – Public Sector
Shoes For Crews, LLC
5000 T-Rex Ave, Suite 100
Boca Raton, Florida 33431
Phone: 717-350-6489
Fax: none
Email: allenb@shoesforcrews.com

4.0 Notices: All notices between County and Vendor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement and any associated Documents referenced herein, together with any Addenda or Amendments shall constitute the entire Agreement between Vendor and County.

1. Vendor's Response

6.0 Duration of Agreement: Duration of this Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement, with an option to renew for one (1) additional two (2) year period. The renewal option will be conditioned upon satisfactory performance by Vendor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Vendor. The County reserves the right to automatically extend any agreement for a maximum period not to exceed one hundred twenty (120) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

7.0 Modification of Agreement: This Agreement may only be modified or amended upon mutual written agreement of County and Vendor. No oral agreements or representations shall be valid or binding upon County or Vendor. No alteration or modification of the Agreement terms shall be valid or binding against County. Vendor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto the Vendor's documents forwarded by Vendor for payment. The County's acceptance of the Commodity furnished by Vendor or the payment for such shall not constitute acceptance of any proposed modification to terms and conditions.

8.0 Commodity Provided by Vendor: The Commodity to be provided by Vendor is a variety of ASTM certified safety shoes.

9.0 Compensation of Vendor: Vendor's price for the ASTM certified safety shoes shall be at the catalog/retail price or sale price of the shoes whichever is less. County shall pay Vendor the discounted price or the Employee's allowance for safety shoes, whichever is less.

10.0 Payment of Payment Requests:

10.1 Payment Request: Requests for payment of the Commodities provided under the Agreement shall be submitted after shipment of such Commodities to County. No payment requests will be accepted by County for Commodities that are on back order. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Commodity and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. County reserves the right to require any information from Vendor that County deems necessary to substantiate claims for remuneration. Upon receipt of Vendor's payment request, County will review such to ensure that it is in proper order, and that the Commodities covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Commodity covered under the payment request has not been received or does not satisfy this Agreement, the payment request may be rejected.

10.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

10.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Vendor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

10.4 Resolution of Payment Request Disputes: In the event of a dispute between Vendor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Vendor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

10.5 Purchase Order: A purchase order will be issued to Vendor for each individual purchase of Commodities covered under this Agreement. Except under an "emergency request", Vendor shall not provide any Commodity to County until Vendor has received a purchase order from County. Vendor shall be permitted to accept an order to provide commodities under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Vendor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Vendor for such emergency requests.

10.6 ACH Enrollment: All Vendors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Vendor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

11.0 Transportation and Delivery: Transportation of the Commodities shall be FOB Destination Point, per County Department address listed on each individual order. Vendor, within five (5) days after receiving a purchase order or purchasing card payment, shall notify County of any potential delivery delays. Evidence of inability or intentional delays shall be cause for cancellation of the Agreement and Vendor suspension.

12.0 Warranties: The manufacturer's warranty shall apply to all commodities provided under the Agreement against defects in materials and workmanship for a minimum period of one (1) year from County's acceptance of the commodities. Should any defects appear during the warranty period, Vendor shall assist County with filing a warranty claim with the manufacturer immediately upon receipt of written notice from County, at no additional expense to County.

13.0 Public Records: Vendor will keep and maintain public records required by the County to obtain the commodity. Upon request from the County's custodian of public records, Vendor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Vendor will ensure that the 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 term of the Agreement and following completion of the Agreement if Vendor does not transfer the records to the County. Upon completion of the Agreement, Vendor will transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by County to obtain the commodity. If Vendor transfers all public records to County upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Vendor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235 EMAIL: NANCY.KINCH@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Vendor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Vendor. Vendor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Vendor shall procure and maintain for the duration of the Agreement contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees or sub-vendors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Vendor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under this contract.

14.2 Commercial General Liability: Vendor must obtain a general liability policy with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 general aggregate.

14.3 Automobile Liability: Vendor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event the Vendor does not own vehicles, the Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Vendor must obtain Workers Compensation insurance with limits in compliance with applicable State and Federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

14.4.2 For any officer of Vendor that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Vendor/employer/owner's employees. If Vendor/employer/owner or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of the Vendor/employer/owner.

14.4.3 The purpose of this section is to ensure that all Vendors, sub-vendors, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide Workers Compensation coverage for all employees, and principles of vendors, sub-vendors, sole proprietors, or other business entities. All provisions of this section shall be construed in accord with this intent.

14.5 Cyber insurance. If any operations to be undertaken by Vendor include interfacing with County information technology (IT), operation technology (OT), computer hardware or software, or accessing, processing, or storing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data, Vendor must obtain Claims-Made coverage in an amount not less than \$1,000,000 per claim for actual or alleged breaches of data and loss of data. The Claims-Made policy form shall provide continuous coverage that remains in place for three (3) years after contract completion.

14.6 Other Insurance Provisions:

14.6.1 Vendor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The proposal number should be noted on the certificate.

14.6.3 All required insurance policies must be maintained until Vendor's work under this Agreement has been accepted by County.

14.6.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

14.6.5 The Vendor's insurance coverage shall be primary insurance as respects the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Vendor's insurance and shall be non-contributory.

14.6.6 For all policies of insurance: Vendor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the term of the Agreement and for any

events occurring during the Agreement period, whether the suit is brought during the Agreement period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

14.6.7 The Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.8 It is the Vendor's responsibility to ensure that all sub-vendors comply with these insurance requirements. Vendors shall include all sub-vendors as insured under its policies or shall furnish separate certificates and endorsements for each sub-vendor. All coverages for sub-vendors shall be subject to all of the requirements stated herein.

14.6.9 With the exception of workers compensation policies, all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

14.6.10 All Certificates must show that Vendor's policies have been endorsed per the requirements.

14.6.11 Once ALL Agreement paperwork is completed and received by County, an email will be sent to Vendor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is \$19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Vendor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Vendor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Vendor's agent(s). This is a yearly requirement for the duration of the Agreement.

15.0 Indemnification: Vendor shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of, Vendor, its sub-vendors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Vendor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Vendor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Vendor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Vendor only for those Services satisfactorily completed or partially completed up to the date of termination. Vendor shall not be entitled to compensation for loss of anticipated profit.

17.0 Additional Terms and Conditions:

17.1 Advertising: Subject to Chapter 119, Florida Statutes, Vendor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Vendor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

17.2 Assignment: Neither County nor Vendor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Vendor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

17.3 Bankruptcy or Insolvency: Vendor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Vendor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

17.4 Compliance with Laws: Vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety, E-Verification System, Immigration and Nationality Act and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

17.5 Conflict of Interest: Vendor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner with the performance of the services covered under this Agreement. Furthermore, Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, 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 Vendor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the making of this Agreement. Vendor, and its sub-vendors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, or employee of Vendor or its sub-vendors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Vendor, and its sub-vendors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-vendor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

17.6 County Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Consultant may not expend any County funds for the purpose of lobbying the legislature, local, and state agencies.

17.7 Debarment: Vendor certifies to the best of its knowledge and belief, that Vendor and its principals: 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency; 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; 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; 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and, 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

17.8 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of Agreement, mistake, misrepresentation, or other cause for modification or rescission of the Agreement, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Vendor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on the Vendor. The decision shall be final and conclusive.

17.9 Drug Free Workplace: Vendor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

17.10 Employees, Sub-vendors and Agents: All Vendor's employees, sub-vendors, and agents shall be properly trained to meet or exceed any specified training qualifications required in order for Vendor to supply the Commodities pursuant to the Agreement. Upon request, Vendor shall furnish a copy of certification or other proof of qualification. All employees, sub-vendors, and agents of Vendor must comply with all security and administrative requirements of County. County may conduct, and Vendor shall cooperate in, a security background check or otherwise assess any employee, sub-vendor, and agent of Vendor. County may refuse access to, or require replacement of, any of Vendor's employees, sub-vendors and agents for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with Vendor's security or other requirements. Such refusal shall not relieve Vendor of its obligation to comply with the Agreement. County may reject and bar from any facility for cause any of Vendor's employees, sub-vendors, or agents. County shall have the right to review and approve any sub-vendor used by Vendor. Vendor shall be fully responsible to County for the acts and omissions of its sub-vendors, and persons directly or indirectly employed by them. It is Vendor's responsibility to ensure that their sub-vendors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

17.11 Equal Employment Opportunity: Vendor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Vendor shall furnish pertinent information regarding its employment policies and practices as well as those of its proposed sub-vendors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-vendor hired by Vendor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Vendor. Sub-contracts entered into by Vendor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-vendor. Additionally, Vendor shall insert in its sub-contracts a clause requiring sub-vendors to include these provisions in any lower tier sub-contracts that may in turn be made. Vendor shall comply with all State laws and local ordinances, except that any preferential consideration of local in-state sub-vendors is NOT allowed.

17.12 E-Verification System: E-Verify. Vendor and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Vendor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Vendor to perform work pursuant to this Contract. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Vendor and its subcontractors shall provide County with affidavits stating that they do not employ, contract with,

or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Vendor or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

17.13 Force Majeure, Notice of Delay, and No Damages for Delay: Vendor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Vendor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond Vendor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to Vendor. In case of any delay Vendor believes is excusable, Vendor shall notify County in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if Vendor could reasonably foresee that a delay could occur as a result, or, (2) if delay is not reasonably foreseeable, within five (5) days after the date Vendor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages shall be asserted against County. Vendor shall not be entitled to payment of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Vendor shall continue to provide the Commodity at no increased cost, unless County determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to County, in which case County may terminate the Agreement in whole or in part.

17.14 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

17.15 Immigration and Nationality Act: Vendor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may constitute immediate termination of said Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement by County if Vendor knowingly employs unauthorized aliens.

17.16 Lobbying: Vendor shall not, in connection with the Agreement, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or, (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

17.17 Non-Collusion: Vendor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Vendor intends to do the work with its own bona fide employees or sub-vendors and has not provided a response for the benefit of another Vendor. Furthermore, Vendor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

17.18 Patent and Copyright Responsibility: Any material, design or supplied specified by Vendor or supplied by Vendor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and

Vendor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Vendor in the performance of the services.

17.19 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the commodities provided by Vendor comply with the Agreement requirements. Vendor shall at all times during the Agreement term remain responsive and responsible. Vendor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of vendor to supply the Commodities pursuant to the Agreement. If County determines that vendor does not meet these qualifying conditions, or that the commodities proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Vendor is not relieved from fulfilling all Agreement requirements.

17.20 Protection of Persons: Vendor will be responsible for the safety of its employees and the employees of its sub-consultants and subcontractors, during the provision of their Services. Vendor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Vendor shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Vendor employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

17.21 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

17.22 Relationship: Vendor is an independent Vendor to County and is not an employee, agent, joint-venture, or partner of County.

17.23 Risk of Loss: Until the commodities have been accepted by County, risk of loss or damage to the commodities and any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the commodities, or the ordering of or delivery of same, shall remain with Vendor.

17.24 Security:

17.24.1 Confidentiality: Vendor shall comply fully with all security procedures of County in the performance of the Agreement. Vendor shall not divulge to third parties any information obtained by Vendor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of the provision of the Services without the written consent of County. However, Vendor shall be permitted to release information to third parties if such information is publicly available through no fault of Vendor, information that Vendor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Vendor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

17.24.2 Cybersecurity: Vendor shall take commercially reasonable measures to protect and secure electronic data. Vendor's products and services shall comply with the standards and practices established by the National Institute of Standards and Technology Cybersecurity Framework and the Florida Cybersecurity Act, federal and state regulations, statutes, rules and requirements applicable to any data in Vendor's or its affiliates or subcontractor's control.

Vendor's, its affiliates and subcontractors' employees shall have completed level II background checks when required by federal, state or local law. The warranties of this paragraph shall survive the Agreement.

17.24.3 Security of Information: Vendor and its subcontractor's must implement technical and organizational measures to ensure security of processing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Vendor must provide for the security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Vendor agrees to maintain reasonable network security that, at a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement.

17.24.4 Security Incident Notification and Action: If Vendor becomes aware of a cybersecurity event or security incident, Vendor must: notify County, in writing, within twenty-four (24) hours of becoming aware of any confirmed or suspected cybersecurity incident or threat; investigate such incident or threat; conduct an analysis of the cause of such incident; and provide County with periodic updates of any ongoing investigation. Vendor shall implement an appropriate plan to remediate the cause of such security incident and mitigate any loss or compromise of data due to the security incident. Vendor shall also provide: notification of the security incident to potentially affected persons; credit monitoring services; identification protection services; a call center established and operated by Vendor; notification to any regulatory authorities; and any other functions, services or penalties as may be required by law. The warranties of this paragraph shall survive the Agreement.

17.25 Accessible Electronic Information Technology: Vendor must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C., as modified from time to time.

17.26 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

17.27 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

17.28 Taxes: County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All sales made by Vendor to County are exempt provided County makes payment directly to Vendor. Otherwise, the Vendor shall pay all applicable sales, consumer, use and other similar taxes required to be paid by Vendor in accordance with the laws and regulations of the State of Florida. County will not pay for any personal property taxes levied on Vendor or for any taxes levied on Vendor's employees' wages.

17.29 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

18.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Exhibit A - Citrus County Agreement**CONTRACT# RSK/230566**

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

Cody Beers
Signature of Witness (1)

Cody Beers
Printed Name of Witness (1)

Jermaine Cann
Signature of Witness (2)

Jermaine Cann
Printed Name of Witness (2)

SHOES FOR CREWS, LLC

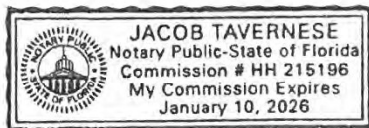
BY: *[Signature]*
ALLEN BECKER, DIRECTOR OF SALES -
PUBLIC SECTOR

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 24th day of August, 2022, by Allen Becker as Director of Sales who is ☐ personally known to me or ☒ who produced Delaware DL as identification.

Witness my hand and official seal this 24th day of August, 2022.

Official use only



[Signature]
NOTARY PUBLIC Signature
Printed Name: Jacob Tavernese
Commission No.: _____
Expiration Date: 1/10/26

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

[Signature]
for ANGELA VICK, CLERK



APPROVED

BY: *[Signature]*
RONALD E. KITCHEN, JR., CHAIRMAN SEP 3 2022

DATE: 9/13/2022 BOARD OF COUNTY
COMMISSIONERS

**CITRUS COUNTY, FLORIDA
SOLICITATION OF VENDOR FOR SAFETY SHOE PROGRAM**

Citrus County, Florida, a political subdivision of the State of Florida, seeks the submittal of information from vendors interested in providing protective footwear for Citrus County's Safety Shoe Program. An award will be made to the responding vendor meeting our specifications. The vendor selected to provide protective shoes to County employees, must submit their certificate of insurance prior to award. Failure to submit the required documents shall be subject to rejection.

SCOPE OF WORK: Vendor will provide protective footwear to approximately 400 Citrus County employees annually, and/or as needed. Employees may select the style of shoe they prefer meeting the specifications for their positions. Vendor shall provide Citrus County employees a 20% discount off the catalog/retail price or sale price whichever is less. Vendor will be held accountable for their adherence to the established rates. All vendors must comply with the percent discount or be subject to removal from the approved vendor list.

Management and Services shall include:

- Mobile unit (as necessary and upon request)
- On-line ordering and mail-order services tailored to Citrus County
- Build Citrus County a catalog of shoes tailored to Citrus County
- All safety shoes/boots must meet a minimum ASTM/ANSI Standard F2412 and F2413 specification for performance requirements for protective footwear (formerly ANSI Z41). These shoes must meet an I/75 impact resistance rating of 75 pounds and C/75 compression resistant rating which correlates to 2,500 of compression. We also require steel or composite toes.
- On-line training (as necessary and upon request)
- In person training (upon request)
- Handling of emergency requests
- Free shipping
- Free return policies
- Safety compliance
- Invoices sent weekly to Risk Management for payment
- Payments made by purchasing card – No service fee to be included
- Any other appropriate management considerations

Vendor must submit the following:

- **Submittal Sheet**
- **Proof of Insurance** - submit a copy of a certificate(s) of insurance evidencing policies and limits of insurance that they currently have in force.

Vendors must be able to offer a variety of styles tailored to the needs of Citrus County. These styles must include a selection of women's styles (at least 25% of the offered men's styles is preferred) and size ranges as well as a wide range of men's sizes, including those that are exceptionally large and small and wide and narrow.

Vendor must supply Citrus County Risk Management with a full catalog and update as new catalog lines are issued. All safety shoes shall be fitted, serviced, adjusted, and demonstrated to the satisfaction of the employee, and in perfect condition. Vendor will be responsible for the proper fitting of the shoes to the employee. Any discrepancies in sizing/fitting identified to the vendor within fourteen (14) days of purchase shall be the responsibility of the vendor to provide resolution.

Vendor must be available for servicing of existing products through a mobile unit when requested within thirty (30) days of request, and qualified to meet the fitting and servicing specifications and requirements stated herein.

This SOLICITATION OF VENDOR FOR SAFETY SHOE PROGRAM, must be able to provide, when requested and agreed upon by Vendor and County:

- Mobile Unit: Vendor has a mobile shoe van/truck, which can service designated areas of Citrus County four (4) times per year; the vendor shall work with Risk Management to mutually agree upon the exact dates, times, and locations.
- Restrictions - The vendor shall restrict their personnel to the area where they are performing work. The County will designate the work area. The County will consider all other areas of the job site off limits and closed to vendor personnel with the exception to reasonable access to the nearest restrooms and vending machines. The County will not permit alcoholic beverages, illegal drugs, firearms, or other weapons, as defined by law, on County property at any time.
- Safety - The vendor shall be responsible for strictly complying with all applicable local, state, and federal regulations, including OSHA, concerning safety provisions for employees on this project and for all on-site occupants and the public. The vendor shall maintain the mobile unit steps and other equipment and the immediate area in a good and safe condition. The County reserves the right to have the County Risk Manager to inspect the mobile unit steps and other equipment and the immediate area at any time; to require correction of any identified potential safety hazards and to issue a "cease and desist" order, if necessary, without notice. The County shall have no liability for any loss to the vendor because of any work stoppage due to safety hazards or violations.

INSURANCE REQUIREMENTS:

The Awarded Vendor shall maintain in force during the contract period, the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A -" or

better by A.M. Best Rating Company. Citrus County, Florida, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Citrus County, Florida for Automobile and General Liability policies of insurance.

The certificate holder must be Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Suite 180, Lecanto, Florida, 34461.

Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry).

Commercial General Liability Insurance to include on an occurrence basis:

Each Occurrence:	\$1,000,000
Damaged to Rented Premises:	\$300,000
Medical Expenses:	\$5,000
Professional and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products-Completed Operations:	\$2,000,000

Commercial Automobile Insurance to include:

\$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Workers Compensation and Employers Liability to include, per statute:

E/L Accident:	\$100,000
Disease Policy Limit:	\$500,000
Disease Each Employee:	\$100,000

Cyber Liability/Technology/Professional Liability to include:

Each Occurrence:	\$1,000,000
Aggregate:	\$2,000,000

The General Liability, Automobile and Workers Compensation policies shall contain a waiver of subrogation in favor of Citrus County, Florida. An original certificate of insurance must be on file with Citrus County, Florida, before a purchase order will be issued or Citrus County begins purchasing from Vendor.

Once ALL paperwork is completed and received by County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. **The cost to register is \$19.95**, which is incidental to the contract, and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s).

The wording required in the description field is: "Citrus County, Florida, a political subdivision of the State of Florida, is named as an additional insured with respect to General and Automobile liability arising from all work performed for Citrus County, Florida. These policies shall contain a waiver of subrogation in favor of Citrus County, Florida for General Liability, Automobile Liability and Workers Compensation" – Citrus County, Florida, Safety Shoe Program.

All questions relating to this Solicitation of Vendor for the Safety Shoe Program for Citrus County, Florida, MUST be in writing and should be directed to: Linda Morse, Purchasing Manager, at linda.morse@citrusbocc.com.

All interested parties are invited to submit their responses to Linda Morse, Purchasing Manager. The requested information may be e-mailed, faxed or hand delivered to: Linda Morse, Purchasing Manager, 3600 W. Sovereign Path, Lecanto, Florida, 34461, Phone: (Fax) (352) 527-5300. Email: linda.morse@citrusbocc.com. Responses MUST be submitted no later than Friday, August 5, 2022, at 4:30 pm.

**CITRUS COUNTY, FLORIDA
SOLICITATION OF VENDOR FOR SAFETY SHOE PROGRAM**

SUBMITTAL FORM

Mobile unit (as necessary and upon request) Yes ☒ No ☐

On-line ordering/Mail-order services tailored to Citrus County Yes ☒ No ☐

Build a catalog of shoes tailored to Citrus County:

All shoes/boots must meet a minimum ASTM/ANSI Standard F2412 and F2413 specification for performance requirements for protective footwear (formerly ANSI Z41). These shoes must meet an I/75 impact resistance rating of 75 pounds and C/75 compression resistant rating which correlates to 2,500 of compression. All shoes/boots must be steel or composite toes.

Yes ☒ No ☐

On-line training (as necessary and upon request) Yes ☒ No ☐

Handling of emergency requests Yes ☒ No ☐

Free shipping and free return policies Yes ☒ No ☐

Invoices sent weekly to Risk Management Yes ☒ No ☐

Payments made by purchasing card Yes ☒ No ☐

Is there Service Fee for Purchasing/Credit Cards Yes ☐ No ☒

Amount of Fee for Purchasing/Credit Cards \$ _____

Proof of Insurance (included) Yes ☒ No ☐

Safety compliance Yes ☒ No ☐

Any other appropriate management considerations Yes ☒ No ☐

I Agree to the Terms and Conditions Yes ☒ No ☐

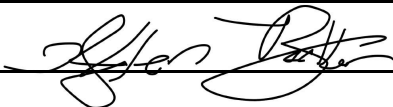
**CITRUS COUNTY, FLORIDA
SOLICITATION OF VENDOR FOR SAFETY SHOE PROGRAM**

Vendor Name: Shoes For Crews, LLC

Contact Name: Allen Becker Title: Director of Sales - Public Sector

Vendor Address: 5000 T-Rex Ave, Suite 100, Boca Raton, FL 33431

Phone Number: 717-350-6489

Signature: 

Email: allenb@shoesforcrews.com

Certificate Of Completion

Envelope Id: C7D7A39FEEA042A5AF186700AD69E3C5

Status: Completed

Subject: Cooperative Purchasing Agreement for Safety Shoe Program - Shoes for Crews, LLC (RSK/230566)

Source Envelope:

Document Pages: 25

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Brittany Craven

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

biverson@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Brittany Craven

Location: DocuSign

6/20/2023 1:29:07 PM

biverson@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Timestamp

Sent: 6/20/2023 1:32:10 PM

Viewed: 6/20/2023 2:08:13 PM

Signed: 7/12/2023 5:03:27 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

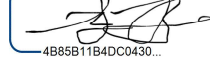
Allen Becker

allenb@shoesforcrews.com

Director of Sales

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Sent: 7/12/2023 5:03:29 PM

Viewed: 7/13/2023 7:59:08 AM

Signed: 7/17/2023 1:55:18 PM

Signature Adoption: Drawn on Device

Using IP Address: 173.49.30.31

Electronic Record and Signature Disclosure:

Accepted: 7/13/2023 7:59:08 AM

ID: e24a9a29-67f1-4051-8170-ec5a6f4a9a0d

Christopher Watt

cwatt@ocalafl.org

Chief of Staff

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Viewed: 7/17/2023 3:01:18 PM

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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs

ajacobs@ocalafl.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Viewed: 7/17/2023 3:39:03 PM

Signed: 7/17/2023 3:39:37 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/20/2023 1:32:10 PM
Certified Delivered	Security Checked	7/17/2023 3:39:03 PM
Signing Complete	Security Checked	7/17/2023 3:39:37 PM
Completed	Security Checked	7/17/2023 3:39:37 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.