SAMPLE CONTRACT
Subject to change upon award.

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
[VENDOR NAME] FOR
CATASTROPHIC INMATE INSURANCE

RFP #27-504

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and [Entity Name], a [Entity Type], its successors and/or assigns (the CONTRACTOR), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposals (RFP) # 27-504 seeking firms or individuals qualified to provide catastrophic inmate insurance for the COUNTY; and

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

WHEREAS, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

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

ARTICLE 1. LEGAL FINDINGS.

1.1 Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE.

2.1 Purpose. The purpose of this Agreement is for the CONTRACTOR to provide catastrophic inmate insurance ("the Service") for the COUNTY as detailed in the Scope of Services, attached hereto and incorporated herein as **Exhibit A (Composite)**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure.

ARTICLE 3. SCOPE OF SERVICES.

3.1 Scope.

A. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR and CONTRACTOR agrees to provide all labor, materials, and equipment to complete the Service, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONTRACTOR'S Submittal Forms, and CONTRACTOR'S Proposed Solution, attached hereto and incorporated herein as **Exhibit A (Composite)**. It is understood that the Scope of

Services may be modified by change order or written Amendment, as applicable, as the Service progresses, but to be effective and binding, any such agreement must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

B. HIPAA Compliance. CONTRACTOR shall execute a Business Associate Agreement, attached hereto as Exhibit C, and comply with all other rules and regulations governing protected health information ("PHI") and business associates under 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, or elsewhere, as may be amended from time to time (statutory and regulatory provisions collectively referred to as "HIPAA").

C. SAMHSA Compliance. If CONTRACTOR obtains any information from COUNTY 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 (collectedly referred to as "SAMHSA regulations"), the CONTRACTOR shall comply with SAMHSA regulations.

D. Florida Law Governing Confidentiality of Health Information. CONTRACTOR shall comply with 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 use disorder related information.

3.2 Effective Date and Term.

A. This Agreement will be effective **April 1, 2027**, following approval by the Lake County Board of County Commissioners (the "**Effective Date**").

B. The Term of this Agreement will be for an initial one (1) year term with the option for four (4) subsequent one (1) year renewal terms . Renewals are contingent upon written mutual agreement of the Parties. CONTRACTOR 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 COUNTY and not a right of CONTRACTOR. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY. The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

ARTICLE 4. PAYMENT.

4.1 Pricing. Payment shall be arrived at utilizing the rates set forth in CONTRACTOR'S Pricing Schedule, attached hereto and incorporated herein as **Exhibit B**. COUNTY will pay, and CONTRACTOR 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.** Agreement prices will prevail for the full duration of the Agreement.

4.2 Invoicing. CONTRACTOR shall submit premium invoices to COUNTY via email to the Office of Housing and Community Services Director at Maria.AbdoulKarim@lakecountyfl.gov, unless directed

otherwise by the Project Manager, no later than the tenth (10th) day of each month. All invoices shall be accompanied by any required PDF documentation including but not limited to service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation in COUNTY'S discretion.

4.3 **Payment.** The COUNTY will make payment on all undisputed invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes; payment will be made within forty-five (45) days, as specified in § 218.73, Fla. Stat. Failure to submit invoices in the prescribed manner will delay payment and CONTRACTOR may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment. No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONTRACTOR, 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.

4.4 Other than the fees and rates set forth in **Exhibit B**, CONTRACTOR 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.

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

4.6 **Grant Funding.** In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR 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. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONTRACTOR by the COUNTY upon request.

ARTICLE 5. COUNTY RESPONSIBILITIES.

5.1 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.2 COUNTY retains the right to inspect all work to verify compliance with the contract documents. COUNTY will promptly review the deliverables and other materials submitted by CONTRACTOR and provide direction to CONTRACTOR as needed.

ARTICLE 6. GENERAL TERMS AND CONDITIONS.

6.1 Termination.

A. Termination for Convenience. The COUNTY, at its sole discretion, reserves the right to terminate the contract upon thirty (30) days written notice to CONTRACTOR without penalty to

COUNTY; 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 COUNTY 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 COUNTY. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred by CONTRACTOR prior to the date of termination. The COUNTY will be the sole judge of "reasonable costs."

B. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. 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 COUNTY 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.

C. Termination for Cause or Default. The COUNTY reserves the right to terminate this Agreement, 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. COUNTY further reserves the right to suspend or debar CONTRACTOR in accordance with the COUNTY'S ordinances, resolutions, and administrative orders. COUNTY will provide CONTRACTOR written notice of default and COUNTY'S intent to terminate the Agreement, and CONTRACTOR will be given ten (10) business days to cure the default. If the default is not cured to the satisfaction of the COUNTY within the time provided, the COUNTY 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 COUNTY deems in its best interest, including, but not limited to, seeking all available legal and equitable remedies. Termination costs shall not apply to COUNTY. The thirty (30) day advance notice requirement is waived in the event of termination for cause. In the event of termination for default, the COUNTY 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; COUNTY shall have the right to withhold final payment to CONTRACTOR to cover costs incurred resulting from CONTRACTOR'S breach of contract.

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

6.3 Indemnification. To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY 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 the 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 COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. 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 the COUNTY or its officers, employees, agents, and instrumentalities as provided in this Agreement. 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 COUNTY as set forth in Section 768.28, Florida Statutes. This indemnification shall survive the termination of this Agreement.

6.4 Non-Collusion. CONTRACTOR, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY 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 COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONTRACTOR in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

6.5 Prohibition against contingent fees. CONTRACTOR, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any consideration contingent upon or resulting from the award or making of this Agreement.

6.6 Conflicts of Interest, Contracting with County 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 COUNTY 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 COUNTY in writing. CONTRACTOR shall promptly disclose in writing to COUNTY 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 COUNTY to mitigate or eliminate such conflict.

6.7 Reserved.

6.8 State Registration Requirements. CONTRACTOR 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 CONTRACTOR claims an exemption from registration, CONTRACTOR shall provide a written explanation and certification of

the exemption claimed to COUNTY along with proof CONTRACTOR is in good standing in the state in which it is registered.

6.9 Contractor as Prime. CONTRACTOR shall act as the prime contractor in providing the goods and/or services required by COUNTY 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 COUNTY 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. COUNTY may require CONTRACTOR to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

6.10 Subcontracting. Unless otherwise stipulated in the Scope of Work, CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the COUNTY. No change, addition, or substitution of any subcontractor, or material change to the scope of a subcontract, may be made without the COUNTY'S prior written consent after award of the contract. Subcontracting without the prior consent of the COUNTY may result in termination of the contract by COUNTY. Approval, review, or oversight by COUNTY of any subcontractor, or the COUNTY'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 COUNTY to any subcontractor.

6.11 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.

6.12 No Additional or Conflicting Contractor Terms.

A. Express Rejection of Contractor Terms. COUNTY 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 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, COUNTY 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, CONTRACTOR websites, portals, tools, software, or services, and even if COUNTY 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 COUNTY, and shall not modify, supplement, or become part of any contract between the parties.

D. Controlling Terms; No Implied Assent by County. The terms and conditions supplied by COUNTY, (including any terms included or referenced in any Purchase Order, Scope(s) of Work, and

solicitation documents issued by COUNTY) control and govern all goods and services provided by CONTRACTOR. Commencement of performance by CONTRACTOR, shipment, delivery, performance, or COUNTY'S acceptance, inspection, use of goods or services, or payment, shall not constitute or be deemed COUNTY'S assent to any CONTRACTOR terms or any modification of the contract.

E. Exclusive Method of Amendment. Any change to, or deviation from, the terms and conditions supplied by COUNTY 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 COUNTY'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. CONTRACTOR'S commencement of performance, preparation for performance, or delivery under a Purchase Order issued by COUNTY constitutes CONTRACTOR'S acceptance of the terms and conditions set forth in this document and COUNTY provided materials to the exclusion of any CONTRACTOR supplied terms.

6.13 No Waiver. The failure of any party 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 of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

6.14 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 COUNTY'S procurement procedures. No modification shall be binding upon the COUNTY unless approved in accordance with COUNTY policies and signed by an authorized COUNTY representative.

6.15 Non-Exclusivity. COUNTY reserves the right to award any additional services to CONTRACTOR or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the absolute right to acquire any goods, and 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 COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement. Goods and/or services not specifically identified but similar in nature may be added to the contract upon execution of a written amendment.

6.16 Retaining Other Contractors. Nothing in this Agreement will be deemed to prevent COUNTY from retaining the services of other persons or entities providing the same or similar goods and/or services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. No guarantee of exclusivity, volume, or continued work is provided to CONTRACTOR under the Agreement.

6.17 Assignment of Agreement. 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 COUNTY'S prior written consent, which COUNTY may grant, condition, or withhold in its sole discretion. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee

or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. 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 COUNTY'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 COUNTY'S written consent may result in a material breach of contract, termination by the COUNTY, or the assessment of a processing fee. Any attempted assignment or delegation in violation of this Section is void.

6.18 Reserved.

6.19 Reserved.

6.20 Reserved.

6.21 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 COUNTY, within seven (7) days after COUNTY notifies CONTRACTOR of such deficiency in writing, regardless of project completion status. If CONTRACTOR fails to correct or replace the defective work or items within the period specified, COUNTY may, at its sole discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of COUNTY within five (5) calendar days of receipt of the notice. If CONTRACTOR fails to correct the work within the period specified in the notice, COUNTY 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 COUNTY for this work or items, either through a credit memorandum or through invoicing.

6.22 County is Tax Exempt. When making direct purchases, COUNTY 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 COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, contractors conducting business with the COUNTY are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations. CONTRACTOR is prohibited from using the COUNTY'S Tax Exemption Certificate when procuring materials; misuse of the COUNTY'S tax exemption shall constitute fraud and grounds for termination and legal action. CONTRACTOR may obtain a copy of the COUNTY'S Tax Exemption Certificate at https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf.

6.23 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. COUNTY 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 COUNTY.

6.24 Acceptance of Goods or Services.

A. Goods or services provided under the contract will remain the property of CONTRACTOR, and services rendered will not be considered complete, until COUNTY 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 COUNTY'S discretion and does not waive any rights or warranties.

B. COUNTY 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, COUNTY may, at its discretion, terminate the contract for 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.

C. COUNTY 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, COUNTY may procure the required goods or services from another source. Any cost incurred by COUNTY 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.

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

6.25 Additional Services & Ancillary Items.

A. Services not specifically identified in the contract may be added upon execution of a written amendment. COUNTY reserves the right to award any additional services to CONTRACTOR or acquire the items from another vendor through a separate solicitation. While the COUNTY has listed all major items within a solicitation, there may be ancillary or similar items purchased by the COUNTY during the term of the Agreement. CONTRACTOR will provide a price quote for the ancillary items upon request; COUNTY may request price quotes from all contractors under contract if there are multiple contracts awarded. COUNTY 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 COUNTY'S procurement procedures.

B. While this Agreement may identify specific locations to be serviced, it is hereby agreed and understood that any COUNTY department or facility may be added or deleted at the option of the COUNTY. The location change will be addressed by formal contract modification. The COUNTY 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 COUNTY'S discretion. It is hereby agreed and understood that the COUNTY may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the CONTRACTOR.

6.26 Reserved.

6.27 Accuracy. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the Services furnished under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the Services provided in this Agreement.

6.28 Reserved.

6.29 Reserved.

6.30 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 COUNTY owned property. If CONTRACTOR becomes aware of alcohol or illegal drug use by CONTRACTOR'S employees or subcontractors while on COUNTY property, CONTRACTOR shall immediately remove the individual(s) from the jobsite and notify COUNTY. COUNTY may, in its discretion, require CONTRACTOR to remove individuals it reasonably believes to be under the influence of drugs or alcohol.

6.31 Reserved.

6.32 Reserved.

6.33 Certificate of Competency, Licensure, Permits, and Fees.

A. CONTRACTOR shall, at the time it submits any offer to COUNTY 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 COUNTY in the solicitation documents and any scope of work to provide the goods and/or services required under the contract. CONTRACTOR shall promptly notify COUNTY in writing of any investigations, notices, or violations arising from or related to the CONTRACTOR'S performance of the contract by any licensing, certifying, or regulatory body overseeing contractor's profession.

B. 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.

C. 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 COUNTY upon request. Failure to maintain all required licenses, or obtain all required permits, inspections, or approvals, will entitle the COUNTY, at its option, to terminate the contract. Damages, penalties, or fines imposed on COUNTY 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 COUNTY from CONTRACTOR'S final payment, if charged directly to COUNTY.

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

6.34 Independent Contractor. 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 venture, or partner of the COUNTY. CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. CONTRACTOR shall bear sole responsibility for all employment-related obligations, including wages, taxes, benefits, and claims.

6.35 Responsibility as Employer. 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. COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable. CONTRACTOR'S employees may be required to wear appropriate identification.

6.36 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR 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(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.

6.37 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 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 COUNTY to terminate this Agreement immediately for cause. CONTRACTOR shall be liable for all costs, damages, losses, and delays arising from such noncompliance.

6.38 Truth in Negotiation Certificate. For contracts awarded under the Consultant's Competitive Negotiation Act, under Section 287.055, Florida Statutes, for all lump-sum or cost-plus fixed fee agreements exceeding the threshold amount provided for in Section 287.017 for Category Four, CONTRACTOR 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 agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY 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 the Agreement.

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

6.40 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY 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 GS1-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. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. 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 COUNTY. 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.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY 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 COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

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

6.41 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 COUNTY'S Contract for services must be made directly to the COUNTY. If CONTRACTOR receives any such request, CONTRACTOR shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of such request, and the CONTRACTOR must provide the records to the COUNTY 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 CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY 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 COUNTY 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 COUNTY.

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

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 the CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, 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 COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. 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 LAKE COUNTY 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@LAKECOUNTYFL.GOV.

D. 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.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-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.

F. CONTRACTOR shall indemnify, defend, and hold the COUNTY 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 COUNTY to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR from a Circuit Court in Lake County 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 CONTRACTOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that CONTRACTOR is acting on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes. As stated above, CONTRACTOR may contact COUNTY with questions regarding the application of the Public Records Law; however, CONTRACTOR is advised to seek independent legal counsel as to its legal obligations. COUNTY cannot provide CONTRACTOR advice regarding its legal rights or obligations.

6.42 Proprietary / Confidential Information.

A. 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 COUNTY 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.

B. 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 this Agreement as well as those which are produced by CONTRACTOR under the Agreement. CONTRACTOR agrees not to release any records that are statutorily confidential or otherwise exempt from

disclosure without first receiving prior written authorization from the COUNTY. Upon completion of the Service, CONTRACTOR will return to COUNTY 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 COUNTY that all documents designated as confidential and/or exempt have been returned to COUNTY or destroyed; COUNTY'S failure to request written certification is not a waiver of CONTRACTOR'S responsibilities under this section.

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

The COUNTY 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, CONTRACTOR to use or display COUNTY'S Intellectual Property. The COUNTY has the right to redact the COUNTY 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 COUNTY'S interests. Use of any COUNTY Intellectual Property requires express written consent from the COUNTY. Any unauthorized use shall constitute a material breach of this Agreement and may result in termination and all other remedies available to the COUNTY.

6.44 Sovereign Immunity. COUNTY 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 COUNTY 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 COUNTY, which would otherwise be barred under the law.

6.45 Force Majeure. 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 COUNTY 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, COUNTY 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 COUNTY shall be formalized through a contract modification or change order signed by both parties. COUNTY 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 COUNTY 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.

6.46 No Claim for Damages. No claim for damages or any claim other than for an extension of time may be made or asserted against the COUNTY because of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the COUNTY.

6.47 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.

6.48 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.

6.49 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

6.50 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.

6.51 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,

CONTRACTOR affirms that CONTRACTOR 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.

6.52 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, CONTRACTOR affirms that CONTRACTOR 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.

6.53 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY 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 Nicolás 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 of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

6.54 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 COUNTY by submitting its bid 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 Nicolás 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.

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

6.56 Net Zero Policies. Per Section 377.816, Florida Statutes, COUNTY 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.

6.57 Certification Regarding Scrutinized Companies. By executing this Agreement, 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 COUNTY for goods or services may be terminated at the option of the COUNTY 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:

CONTRACTOR, 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. 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 COUNTY for goods or services of $1 million or more may be terminated at the option of the COUNTY 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.

6.58 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 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.

B. 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 has provided the COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with human trafficking laws.

6.59 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.

6.60 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 COUNTY 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 COUNTY. 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 COUNTY as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

6.61 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 COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with state terrorism law.

6.62 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 COUNTY, use of said public funds will comply with 8 USC 1621. CONTRACTOR shall provide COUNTY with a signed affidavit affirming compliance before entering into a contract with COUNTY.

6.63 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 COUNTY

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

6.64 Reserved.

6.65 Reserved.

6.66 Governing Law, Venue, and 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 Lake County, 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.

6.67 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 of this Agreement.

6.68 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this 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 contract to reflect the original intent of the Parties in entering the Agreement.

6.69 Notices. 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 CONTRACTOR:

With a copy to:

If to COUNTY:
Lake County Manager
315 W. Main Street
P.O. Box 7800
Tavares, Florida, 32778

With a Copy to:
Lake County Attorney
315 W. Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

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.

6.70 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.

6.71 Claims and Disputes.

A. Claims by the CONTRACTOR must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services."

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

C. Claims by the CONTRACTOR will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to 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 COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

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

E. Arbitration will not be considered as a means of dispute resolution.

ARTICLE 7. SCOPE OF AGREEMENT.

7.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this

Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

7.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite)..... Scope of Services, Addenda, Submittal Forms (--- pages).
Exhibit B..... Pricing Schedule (1 page).
Exhibit C..... HIPAA Business Associate Agreement (10 pages).
Exhibit D (Composite)..... Insurance Requirements (2 pages)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

[VENDOR NAME]

_____
[Authorized Signatory Name, Title]

This _____ day of _____, 2027.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

_____

_____, Chairman

This _____ day of _____, 2027.

ATTEST:

_____
Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh
County Attorney