

**ANASTASIA MOSQUITO CONTROL DISTRICT
OF ST. JOHNS COUNTY
120 EOC DRIVE, ST. AUGUSTINE, FLORIDA 32092
TELEPHONE: 904-471-3107**

**REQUEST FOR PROPOSALS (RFP): LOBBYING SERVICES/LOBBYIST
RFP #: 25/26-1**

RFP Solicitation Start Date: 7:30 A.M., April 20, 2026

RFP Solicitation End Date: 4:30 P.M., May 29, 2026

RFP Opening by Staff: 8:00 A.M., June 1, 2026

RFP Consideration: Board of Commissioners Regular Meeting: June 11, 2026, 5:30 P.M.

Proposed Contract Start Date: October 1, 2026 or Based on District need and Board decision.

INTRODUCTION

The Anastasia Mosquito Control District of St. Johns County (“AMCD” or “District” “Buyer”) is seeking qualified firms or individuals to provide professional state-level lobbying services. The successful proposer will represent AMCD before the Florida Legislature, the Governor’s Office, and relevant state agencies, and will advise AMCD on legislative, regulatory, and appropriations matters affecting special districts, mosquito control operations, and related public health and environmental issues.

The selected proposer (“Proposer” or “Contractor”) will be expected to begin services on October 1, 2026 or as soon thereafter as a contract is approved by the AMCD Board. The contract term shall be for one (1) year with the option for AMCD, at its sole discretion, to renew annually for up to five (5) additional one (1) year periods.

QUALIFICATIONS

Proposers must demonstrate:

- Experience providing state-level lobbying services in Florida.
- Knowledge of legislative processes, state appropriations, and Florida statutes governing special districts.
- Experience representing government entities, special districts, or public health/environmental organizations.
- Ability to attend meetings, provide timely legislative updates, and interface with AMCD Board and staff.

SCOPE OF WORK

The successful proposer will perform, at minimum, the following services:

- Represent AMCD before the Florida Legislature, including bill tracking and direct advocacy, this may include District bills, amendments, applications, and proposals (when applicable).
- Monitor and report on legislation affecting special districts, mosquito control operations, environmental law, public health issues, and related regulatory matters.
- Report to the Board Director and AMCD staff any developments from the Florida Senate, Florida House of Representatives, Governor's Office, and state agencies including the Florida Department of Agriculture & Consumer Services, and how developments may affect AMCD.
- Serve as liaison between AMCD and state legislative delegations.
- Assist AMCD with arranging legislative meetings, district facility tours, and Florida Mosquito Control Association Tallahassee Days.
- Coordinate with the Florida Mosquito Control Association in support of AMCD's legislative agenda.
- Advise AMCD on legislative strategies and recommend actions as appropriate.
- Advocate for AMCD needs, budget priorities, and state-level policy interests.
- Meet with legislative leaders throughout the year as needed to advance AMCD interests.
- Any other tasks as reasonably requested by AMCD.

FEE STRUCTURE AND PAYMENT

Proposals must include:

- Monthly retainer amount, including a description of services included.
- Any hourly rates for services not covered under the retainer.
- Any additional charges related to travel, materials, or legislative monitoring tools.
- A billing schedule (monthly invoices required).

REQUIRED PROPOSAL INFORMATION

- Proposed contractual language.
- Detailed resume(s) of individuals assigned to AMCD.

- Three professional references with contact information.
- Description of experience representing government agencies, special districts, or comparable clients.
- Contact information includes phone, email, and mailing address.
- Description of lobbying clients in St. Johns County or other northeast Florida jurisdictions.
- Any other information demonstrating capability to perform the required services.

FORMAT AND ORDER OF RESPONSE AND EVALUATION FACTORS

All proposals shall be prepared on 8.5 x 11-inch paper and include the following evaluation factors:

1. **Introduction/Cover Letter:** Provide no more than a 1-page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, but at the least, this section should include the name, address, telephone number, and e-mail address of one contact to whom any correspondence should be directed.
2. **Table of Contents**
3. **Business Organization (firm structure, staff assignments):** In this section, you should describe your business organization and who will be assigned as AMCD's lobbyist. Please provide a detailed resume or CV for the person or persons who will be primarily responsible for representation of the district.
4. **Experience and Capabilities:** In this section, please provide a list of your firm's work experience dealing with local government, special districts and, if any, mosquito control districts. Experience with the types of insurance coverage requested.
5. **References:** References (at least three) including contact, relationship, address and phone number. Note: The district reserves the right to contact any previously mentioned client about your performance.
6. **Detailed Proposal:** Provide a detailed proposal of the services you or your firm intends to provide. Outline your understanding of the scope of work requested and ability to perform work outlined in the scope of work. Include key partnerships by describing relationships with any advocacy organizations, elected officials, government agencies, members of the legislature, administrative staff, etc., that would indicate your ability to effectively position the District to achieve its goals. Also include a sample of the proposed contract for service.
7. **Fee Structure and Payment:** Proposals should include as described above: Any monthly retainer amount, including a description of services included. Any hourly rates for services not covered under the retainer. Any additional charges related to travel, materials, or legislative monitoring tools. And a billing schedule (monthly invoices required).

8. **Conflict of Interest Form:** Proposers and any corporate shareholder (if a corporation), its members (if a joint venture) and its partners (if a partnership or limited liability company) **shall** submit a completed Potential Conflict of Interest form (included in bid package) and indicate that they are unaware of any actual or potential conflicts of interest or identify and describe, in detail, actual or potential conflicts of interest. For purposes of this certification, the Commission includes, but is not limited to, its commissioners, employees and representatives. Proposers shall refrain from contracting, either directly or indirectly, staff or district Commissioners about the bid, selection process or anything related thereto. The Conflict of Interest form is attached hereto as Attachment 1.

CONTRACT AWARD

The District will make the award to the responsible and responsive Proposer whose proposal is determined in writing to be the most advantageous to the District, taking into consideration price and the evaluation factors set forth in this Request For Proposals.

CONTRACT TERM AND RENEWAL

The District’s required form of contract is attached hereto as Attachment 1, and the contract award shall be subject to the Proposer executing the District’s required contract form. The initial contract term shall be for a one (1) year period, with the option for the District to renew annually for up to five (5) one (1) year periods, subject to satisfactory performance, Board approval, and continued need.

INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENTS

The District’s award shall be subject to and contingent upon the winning proposer agreeing to the following insurance and indemnification requirements during the contract term:

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule/Limits

Worker’s Compensation	Florida Statutory Coverage	
General Commercial Liability	\$1,000,000	General Aggregate
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without

any restrictive endorsements other than those reasonably required by the District. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Additional Insurance Provisions

- A. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the District or any District members, officials, officers, employees and agents.
- B. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the District and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- C. Certificates of Insurance. Contractor shall provide the District Certificates of Insurance at Contract execution. The certificates of insurance shall be mailed to the Anastasia Mosquito Control District (Attention: Chief Financial Officer), 120 EOC Drive, St. Augustine, Florida 32092.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the District thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available by the insurer, then the Contractor shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- F. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- G. Special Provisions. Prior to executing this Agreement, Contractor shall present this Contract, including this Exhibit D, to its insurance agent ("Agent") affirming: 1) that the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

Indemnification

Contractor and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the District and their respective members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses,

damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Agreement, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Agreement (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the District, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

SUBMITTAL PROCEDURE

A particular procedure for submitting an RFP to Our District is necessary, following the District's Policies and Procedures.

Your assigned RFP number will be: “REQUEST FOR PROPOSAL FY25/26-1, (your company name)”. For the REQUEST FOR PROPOSAL: LOBBYING SERVICES/LOBBYIST

Original RFP shall be submitted **with eight (8) copies for a total of 9**, in a sealed envelope or box, and are to be identified in the **lower, left-hand corner** of the envelope or box with **your assigned RFP number** (see above).

Hand delivery, US Postal service, Parcel services (UPS or Fed Express) and couriers are acceptable methods of delivering your RFP.

As per the advertisement, no REQUESTS FOR PROPOSAL will be accepted after 4:30 PM May 29, 2026. Do not be late. You must be in compliance with the above procedure. Proposers seeking clarifications shall direct all communications in writing to Rudy Xue at Anastasia Mosquito Control District, 120 EOC DRIVE, St. Augustine Florida 32092. Fax 904-471-3189 or e-mail rxue@amcdf.org, clarifications or modifications of this RFP document will be by addendum only. Addenda and other documents will be delivered by mail, e-mail or messenger to RFP document holders of record at the mailing address, e-mail address or location provided by RFP document holders. The district may amend the RFP, as it sees fit, at any time, and may cancel the Request for Proposal at any time.

The District reserves the right to reject any submittals in whole or part with or without cause or cancel this Request for Proposal for any reason.

Dr. Rui-De Xue
Director

ATTACHMENT 1

CONFLICT OF INTREST & CLEAN HANDS DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized representative of the firm of
(*firm name*) _____ whose address is
_____, and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Anastasia Mosquito Control District nor has any outstanding past due debt to the Anastasia Mosquito Control District: and
4. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____ 20____.

Personally known _____

OR Produced identification _____ Notary Public-State of _____

My Commission expires _____

(Type of Identification) _____

(Printed, typed or stamped commissioned name of Notary Public)

ATTACHMENT 2

DISTRICT’S CONTRACT FORM

SERVICES AGREEMENT
(Florida Legislature Lobbying)

THIS SERVICES AGREEMENT (“Agreement” or “Contract”), made and entered into this day of _____ (the “Effective Date”), by and between **ANASTASIA MOSQUITO CONTROL DISTRICT OF ST. JOHNS COUNTY**, a special district and body politic and corporate existing under the laws of the State of Florida (the “District” or “Buyer”), and _____ (“Contractor”) authorized to transact business in Florida (individually, “Party” or collectively, “Parties”).

WHEREAS, the District issued Request for Proposal Lobbying RFP # 25/26 – 1 (the “RFP”) and awarded a contract to Contractor to perform lobbying services with the Florida Legislature on the District’s behalf as described on **Exhibit A** attached hereto (the “Services”); and

WHEREAS, Contractor agrees to perform the Services, subject to the terms and conditions provided herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services.** The Services will be performed by Contractor as specified in this Agreement and the Agreement documents specified in Section 5 herein. Contractor shall provide all material, equipment, tools and labor, necessary to complete the Services as defined herein. If any services, functions, or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Services to the same extent and in the same manner as if specifically described in this Agreement. The Contractor shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services.
2. **Compensation.** Contractor will be paid by the District for the Services in accordance with the monthly rates attached here to as **Exhibit B**. Contractor agrees to provide the Services to the District in accordance with **Exhibit B** attached hereto, subject to the terms of this Agreement
3. **Maximum Indebtedness.** The District’s maximum indebtedness for the Services under this Agreement shall be a fixed monetary amount not-to-exceed _____ 00/100 (\$_____.00). Any increase to the maximum indebtedness amount in this Section 3 shall require approval by the District Board of Commissioners.
4. **Term.** The initial term of this Agreement shall commence on the Effective Date and shall expire one year thereafter on _____, 2026, unless sooner terminated by either party in accordance with the terms of this Agreement. AMCD may, at its sole discretion, to renew annually for up to five (5) additional one (1) year periods.
5. **Agreement Documents.** This Agreement consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:
 - i. This document, including exhibit attachments, as modified by any subsequent signed amendments;

- ii. Any amendments to the RFP;
- iii. The RFP; and
- iv. The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Agreement.

6. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the District: Anastasia Mosquito Control District
 120 EOC Drive
 St. Augustine, FL 32092
 Attn: Business Manager

With a copy to: Anastasia Mosquito Control District
 120 EOC Drive
 St. Augustine, FL 32092
 Attn: District Attorney

As to Contractor: _____

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, District's Agreement Manager is _____, and the Contractor's Contract Manager is _____. Each party shall provide prompt written notice to the other Party of any changes to the Party's Agreement Manager or his or her contact information; provided, such changes shall not be deemed Agreement amendments and may be provided via email.

8. **Required Affidavit.** Contemporaneously with the execution of this Agreement, and as a condition precedent to the enforceability of this Agreement including the District's obligations hereunder, the Contractor shall deliver to the District an executed Human Trafficking Affidavit and Entities of Foreign Countries of Concern Affidavit in the forms attached hereto as **Exhibit C-1** and **Exhibit C-2**, respectively.

9. **Insurance and Indemnification.** Contractor shall adhere to the insurance and indemnification requirements contained on **Exhibit D** attached hereto.

10. **Miscellaneous Required Contract Provisions.** Contractor shall adhere to the additional required contract provisions set forth on **Exhibit E** attached hereto.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Agreement by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

12. **Amendments.** All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

13. **Counterparts.** This Agreement, and all amendments thereto, may be executed electronically and in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals as of the day and year set forth above.

DISTRICT:

ANASTASIA MOSQUITO CONTROL DISTRICT, a special district and body politic and corporate existing under the laws of the State of Florida

Date

Approved as to form and legal sufficiency:

District Attorney

CONTRACTOR:

Print Name: _____
Title: _____

Exhibit A

Services

[Insert from RFP Requirements]

Exhibit B

Approved Monthly Fees

Exhibit C-1

Human Trafficking Affidavit
(Section 787.06, F.S.)

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as _____ of _____, a Florida _____
(the "Company").
3. The Company does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.
Executed to be effective as of _____, 2026.

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____ as _____ of _____, a _____, on behalf of said _____. Said individual is personally known to me or has produced _____ as identification.

Name: _____
NOTARY PUBLIC, State of Florida
(SEAL) Serial Number (if any) _____
My Commission Expires: _____

Exhibit C-2

Entities of Foreign Countries of Concern Affidavit
(Section 287.138, Florida Statutes)

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as _____ of _____, a Florida _____ (the "Entity").
3. The Entity is not owned by the government of a foreign country of concern.
4. The government of a foreign country of concern does not have a controlling interest in the Entity.
5. The Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
6. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.
Executed to be effective as of _____, 2026.

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____ as _____ of _____, a _____, on behalf of said _____. Said individual is personally known to me or has produced _____ as identification.

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

(SEAL)

Exhibit D

Insurance and Indemnification Requirements

[Insert Insurance and Indemnification from RFP Requirements]

Exhibit E

Additional Required Contract Provisions

E.1. Provision of Services. Contractor shall provide Buyer with all of the agreed upon services and deliverables described in this Agreement (collectively, the “Services”). If any services, functions or responsibilities are not specifically described in this Agreement but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

E.2. Relationship of the Parties. In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of Buyer. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

E.3. Buyer’s Right to Make Changes. Buyer may unilaterally require, by written order, changes altering, adding to, or deducting from the Services (“Changes”), provided that such Changes are within the general scope of the Contract. Buyer will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

E.4. Service Warranties. Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry.

E.5. Buyer Will Assist Contractor. At Contractor’s request, Buyer will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. Buyer will also designate a Contract Manager who will, on behalf of Buyer, work with Contractor and administer the Contract in accordance with its terms.

E.6. Location Requirements for Services. The majority of the Services shall be performed in the State of Florida, including the City of Tallahassee and St. Johns County. No Services will be performed outside of the United States. When requested, Contractor will provide services on-site at the District offices. These restrictions may be modified in writing if Buyer determines, in its sole discretion, that the restrictions impose an undue burden on Contractor’s ability to perform the Services as contemplated in the Contract.

E.7. Use of Subcontractors; Flow-Down Provisions. Except to the extent the use of subcontractors is consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder.

E.8. Meetings and Reports. Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

E.9. Ownership of Works.

(a) As used in Sections E.9 and E.10, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract.

(b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section E.10 below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.

(c) Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

E.10. Intellectual Property.

(a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third-party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an

affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

E.11. Software Development Processes and Standards. To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially accepted software development and documentation processes and standards.

E.12. Limitation of Warranty for Buyer-Furnished Software. In lieu of any other warranty expressed or implied herein Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property in accordance with the procedures provided for in Section E.3 above ("Buyer's Right to Make Changes").

E.13. Loss of Data. If any Buyer data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.

E.14. Invoicing and Payment.

(a) Payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the District's approved travel policy and applicable Florida laws.

(c) Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

E.15. Taxes. Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.

E.16. Right of Setoff. Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in St. Johns County, Florida) against Contractor.

E.17. Retention of Records / Audits.

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the “Records”), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer’s auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring his photocopying equipment if Buyer so desires.

(d) Consultant must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor.

(e) Consultant must permit Buyer to interview any of Consultant’s employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee’s reasonable travel expenses, the interviews will be conducted at the employee’s primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Consultant’s, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer’s written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer’s receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries

of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

E.18. Indemnification. See Exhibit D.

E.19. Insurance. See Exhibit D.

E.20. Buyer's Right to Suspend Work. Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

E.21. Buyer's Right to Terminate for Convenience. Buyer reserves the right to terminate the Contract at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to Buyer after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section E.24 below.

E.22. Buyer's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in this Agreement, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector. Upon an "Event of Default" on the part of Contractor, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to Buyer under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

E.23. Contractor Remedies Upon Buyer Default. Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and

pursue such other remedies available at law or equity as it deems appropriate. Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages. The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

E.24. Transition Services. At any time prior to the date the Contract expires or terminates for any reason (the “Termination Date”), Buyer may direct Contractor to provide reasonable transition assistance services (“Transition Assistance”). Contractor shall provide such Transition Assistance until such time as Buyer notifies Contractor that Buyer no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date. Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third-party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by Buyer, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor. Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Buyer. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if Buyer terminates the Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to Buyer, and (ii) Buyer will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if Buyer does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of the Contract.

E.25. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party’s control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. THE FOREGOING SHALL CONSTITUTE CONTRACTOR’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer 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.

E.26. No Waiver. The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party’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.

Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

E.27. Qualification of Contractor Employees, Subcontractors, and Agents. All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause. Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than Buyer. As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

E.28. Security Procedures. Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

E.29. Restrictions on the Use or Disclosure of Buyer's Information. Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on Buyer's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

E.30. Protection of Contractor's Trade Secrets and Other Confidential Information. All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

E.31. Assignment. Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Contractor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of Buyer. In the event of any assignment, Contractor shall remain liable for performance of the Contract unless Buyer expressly waives such liability. Buyer may assign the Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Buyer.

E.32. Notice and Approval of Changes in Ownership. Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require Buyer's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

E.33. Assignment of Antitrust Claims. Contractor and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Contractor hereby assigns to Buyer any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

E.34. Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

E.35. Other Non-Discrimination Provisions. Contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, national origin, disability, age, marital status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the District for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

E.36. Prompt Payment to Subcontractors and Suppliers. The District shall adhere to applicable Local Government Prompt Pay Act provisions in Chapter 218, Part VII, Florida Statutes, as may be amended.

E.37. Conflicts of Interest. Contractor acknowledges that pursuant to Chapter 112, Part III, Florida Statutes, a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

E.38. Contingent Fees Prohibited. Pursuant to Section 287.055, Florida Statutes, as applicable, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona- fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

E.39. Truth in Negotiation Certificate. Pursuant to Section 287.055, Florida Statutes, as applicable, the execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where Buyer determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

E.40. Compliance with Applicable Laws. Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- a. Chapter 119, Florida Statutes (the Florida Public Records Law);
- b. Section 286.011, Florida Statutes (the Florida Sunshine Law);
- c. District Procurement Policy, as applicable; and
- d. All licensing and certification requirements applicable to performing the Services.

E.41. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between Buyer and Contractor, and Buyer shall not be a party to such transactions.

E.42. Warranty of Ability to Perform. Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

E.43. Warranty of Authority to Sign Contract. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

E.44. Governing State Law/Severability/Venue. The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in St. Johns County, Florida.

E.45. Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

E.46. Inspector General. The State Auditor Inspector General's authority includes but is not limited to the power to: review past, present, and proposed District contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the District, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the District and/or receiving District funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the State Auditor Inspector General or interfering with or impeding any investigation shall be a violation of the Contract and applicable laws.

E.47. Ethics Provisions for Vendors/Suppliers. The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the District's procurement and ethics policies.

E.48. Employment Eligibility. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

E.49. Prohibition against Considering Social, Political or Ideological Interests in Government Contracting. Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that City in awarding contracts to vendors may not: (a) Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (b) Give preference to a vendor based on the vendor's social, political, or ideological interests.

E.50. Scrutinized Vendors. Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

i. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

ii. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Contractor:

(1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

(2) Is engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135(3)(a)4, Florida Statutes, the District may terminate this Agreement at the District's option if the Agreement is for goods or services in an amount of one million dollars or more and the Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

(2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and

(3) Is engaged in business operations in Cuba or Syria.

iv. Pursuant to Section 287.135(3)(b), Florida Statutes, the District may terminate this Agreement at the District's option if the Agreement is for goods and services of any amount and the Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

(2) Is engaged in a boycott of Israel.

E.51. Convicted Vendor List. A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

- submit a bid on a Agreement to provide any goods or services to a public entity;
- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Agreement with any public entity; and
- transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

E.52. Discriminatory Vendor List. An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- submit a bid on a Agreement to provide any goods or services to a public entity.
- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a Contractor, supplier, sub-Contractor, or consultant under a Agreement with any public entity; or
- transact business with any public entity.

E.53. Public Records. The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a) Keep and maintain public records required by the District in order to perform the service.

- b) Upon request from the District’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 this chapter 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 the contractor does not transfer the records to the District.
- d) Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor, or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District’s custodian of public records in a format that is compatible with the information technology systems of the District.
- e) It is the Firm’s practice to retain files for any concluded matter in electronic format and reserve the right to destroy all documents after they have been maintained for seven years, absent a written client request for such documents to be returned. By execution of this agreement, the District is requesting that all Firm files be returned and provided to the District to circumvent destruction of the files.
- f) During the term of the Agreement, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the District’s Director. The Contractor agrees to make available to the District’s Director, during normal business hours and in St. Johns County, all books of account, reports and records relating to this Agreement.
- g) Public Records Custodian

IF THE 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:

**RECEPTIONIST
120 AOC Drive
ST. AUGUSTINE, FL 32092
(904) 471-3107
akeating@amcd.com**

THE CONTRACTOR ACKNOWLEDGES THAT THE DISTRICT CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE DISTRICT OR ITS DISTRICT ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION PURSUANT TO THIS AGREEMENT.