



ATTACHMENT I
AGREEMENT FOR
OFFICE BUILDING AND DATA CENTER ELECTRICAL SERVICES

This Agreement (“Agreement”) is between CITIZENS PROPERTY INSURANCE CORPORATION (“**Citizens**”), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and **VENDOR NAME** (“**Vendor**”) having its principal place of business at **VENDOR ADDRESS**. Citizens and Vendor shall each be known as a “Party,” and collectively shall be known as the “Parties.”

Recitals

On September 24, 2018, Citizens issued an Invitation to Bid No. 18-0037 for Office Building and Data Center Electrical Services (the “Solicitation”). Vendor’s response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

In consideration of the mutual promises and restrictions stated in this Agreement, the Parties acknowledge and agree as follows:

Terms of Agreement

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - 1.1. “Business Day” means Monday through Friday, except for Holidays.
 - 1.2. “Effective Date” means the date on which the last Party executes this Agreement.
 - 1.3. “Emergency Call” means Services are required immediately for equipment or connected devices to return to normal operation, as determined by Citizens.
 - 1.4. “Holidays” means (unless mutually agreed otherwise): New Year’s Day, Martin Luther King, Jr. (MLK) Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any of these holidays fall on a Sunday, the following Monday is observed.
 - 1.5. “Services” means all services to be provided by Vendor to Citizens under this Agreement. If any service is not specifically described in this Agreement but is necessary for the proper performance and provisioning of the Services, that service shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.

- 1.6. "Vendor Staff" means any of Vendor's employees, agents, subcontractors or representatives who provide the Services.
- 1.7. "Work Request" means any written or telephonic request for Services provided by Citizens to Vendor under this Agreement.

2. Term and Renewals.

- 2.1. Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for three (3) years.
- 2.2. Renewal. This Agreement may be renewed for one (1) year (a) by Citizens, at its discretion upon twenty-one (21) calendar days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewals shall be subject to the same terms and conditions set forth in this Agreement at the time of renewal, including any amendments signed by the Parties.

3. Services.

- 3.1. Work Requests. Citizens' Contract Manager or designee will issue Work Requests to Vendor on an as needed basis. Work Requests may include a timeline for the service requested and other reasonable terms and conditions. Vendor may refuse a Work Request if it does not agree with any of the additional terms and conditions. Unless otherwise specified in a Work Request, the following assumptions and requirements will apply to each Work Request:
 - 3.1.1. Vendor will provide all labor, materials, and equipment necessary to perform the requested maintenance, repair, renovations, installation or alteration of electrical systems including, but not limited to, lighting, power, electrical related fixtures, computer and telephone wiring, and any other components required by Citizens;
 - 3.1.2. Work Requests may include, but are not limited to, installing power whips, breaker panels, breakers, conduit, adding additional circuits, replacing panels and subpanels, adding dedicated lines and grounds, replacing motors, running telephone and computer wiring, providing Services for the installation or decommission of project work, and other high and low voltage electrical work required by Citizens;
 - 3.1.3. work may be performed on the exterior or interior of buildings;
 - 3.1.4. all work shall be scheduled at the convenience of Citizens so as not to interfere with ongoing business operations;
 - 3.1.5. all material or carrier deliveries must be reported two (2) Business Days prior to arrival on site, through email to the Citizens' Contract Manager or designee. Vendor's representatives shall be present at the facility to receive such deliveries;
 - 3.1.6. Vendor shall maintain all worksite and setup areas in a clean, neat, and presentable condition that is free of unnecessary material and equipment;
 - 3.1.7. Vendor is responsible for collecting and removing all surplus, discarded materials, and any other trash/debris caused by work from Citizens property to a proper dumpsite approved for the disposal of each different type of material;

- 3.1.8. work will be performed in and around active production computer equipment, therefore data room care must be observed; food or drinks are not permitted at any time;
- 3.1.9. Citizens will coordinate maintenance work windows, Technical Operations Center (“TOC”) notifications, and ensure all systems are powered down, and power and low-voltage cables are disconnected;
- 3.1.10. all work must be done in a safe manner and comply with all governing regulations concerning safety; and,
- 3.1.11. all parts, supplies, and equipment delivered under the Agreement shall be new and not refurbished materials.

Vendor acknowledges that Citizens does not represent or guarantee that Vendor will receive all requests for the Services or receive any minimum volume of work under this Agreement.

- 3.2. Availability. Vendor shall provide Citizens with current, contact person names and telephone numbers for routine and emergency calls. Answering machines, voice mail paging, or answering service are acceptable options for emergency calls, provided the Vendor is able to respond as required by Section 4.3.
- 3.3. Vendor Staff Qualifications. All Vendor Staff shall be properly trained, licensed and qualified. Only certified electrical contractors licensed by the State of Florida, Department of Business and Professional Regulation, and their helpers, shall be permitted to perform the Services. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification to Citizens. Vendors Staff may be subject to background checks to be conducted by Citizens (or its designees) at Citizens' cost.

If Citizens reasonably determines that a Vendor Staff member is unsuitable for his/her role under this Agreement, Citizens has the right to disallow that person from performing in such role and to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens.

- 3.4. Citizens Locations. Vendor shall provide Services primarily to the following locations:

FACILITY	ADDRESS	CITY, STATE, ZIP
JAX-1 (JAX1) Data Center	301 West Bay Street (TIAA)	Jacksonville, FL 32202
TLH-1 (TLH1) Data Center	2101 Maryland Circle	Tallahassee, FL 32303

Citizens occasionally needs Services at other facilities in Florida. Vendor may but is not obligated to provide Services to the other facilities. Prices may not exceed the maximum amounts allowed under Exhibit A, Price Sheet.

- 3.5. Access to Citizens' Facilities. Access to Citizens' facilities is restricted to Vendor staff who have received prior approval in writing by Citizens. Vendor must submit to Citizens Contract Manager or designee the names of all staff who will require access to Citizens' facilities to provide Services.

Generally, Vendor staff must use the main entrance to the facility, present a photo

identification to the security guard and sign in a visitor log at the security desk. Staff must present themselves in a professional manner, dressed in appropriate work attire. A temporary badge, issued by the security guard at the security desk after signing in, must be worn at all times while on Citizens' property. The security guard will notify the Citizens Contract Manager, or designee, of the Vendor's arrival. The Citizens Contract Manager or designee will assign an escort to the Vendor. All Vendor staff must be escorted by a Citizens staff member at all times while on Citizens' property. Vendor will ensure that its staff read and comply with all applicable procedures.

4. Service Warranties and Standards.

4.1. Service and Material Warranty. Vendor warrants that the Services will be performed and delivered in a professional, workmanlike manner in accordance with this Agreement and the standards prevailing in the electrical contracting industry. To this end, Vendor agrees to correct, repair, or replace any material defect in labor or materials for ninety (90) calendar days from the date of service or installation at no additional cost to Citizens.

No use or acceptance by Citizens of the Services or any part thereof, nor any failure to use the same, nor any reasonable repairs, adjustments, replacements or corrections made by Citizens due to Vendor's failure to comply with requirements of this Agreement or Work Request, will impair in any way the obligations incumbent on Vendor hereunder.

If Vendor's standard warranty conflicts with any requirements, specifications, terms, or conditions of this Agreement, the terms and conditions of the Agreement will prevail.

4.2. Ability to Perform. As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor's ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Vendor shall immediately notify Citizens Contract Administrator of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations. Whether by Vendor's notification, Citizens' sole determination, or otherwise, in any case where Citizens is concerned with Vendor's ability or willingness to perform this Agreement is in jeopardy, Vendor acknowledges and agrees that, upon Citizens' request, Vendor shall timely provide Citizens with all reasonable assurances requested by Citizens to demonstrate that Vendor will continue to be able and willing to perform this Agreement.

4.3. Response Times. Vendor shall use reasonable and good faith efforts to meet the following response times for each Work Request issued hereunder:

SEVERITY LEVEL	PHONE/EMAIL RESPONSE	ON-SITE RESPONSE
Routine Calls	Two (2) Business Days	Five (5) Business Days

Emergency Calls	Half (1/2) hour	Two (2) hours for Jacksonville
		Three (3) hours for Tallahassee
<p>-- Designation of an emergency will be the sole responsibility of Citizens and will not be disputed by Vendor.</p> <p>-- A Business Day begins at the time Citizens issues a request and ends at the same time on the following Business Day.</p>		

Vendor shall advise Citizens in writing as soon as possible of any circumstance or occurrence which would excuse or affect Vendor's ability to achieve these response times.

- 4.4. Non-Performance. Services must be delivered by Vendor to Citizens in the time and manner specified in this Agreement and any Work Request. Failure to do so will entitle Citizens to remedies which can include: (a) withholding any payment associated with the Service until such delivery is made; and/or, (b) terminating this Agreement in whole or in part for cause as set forth in Section 9.2. below.

5. Compensation.

- 5.1. Maximum Compensation and Budget Requirement. Citizens' obligation to pay Vendor for all Services and reimbursable expenses under this Agreement (i) shall not exceed a total dollar amount of **[\$DOLLAR AMOUNT]**; and, (ii) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.
- 5.2. Compensation Schedule. Citizens will not provide compensation for Services except as pre-authorized pursuant to a Work Request. Vendor's compensation may not exceed the rates set forth in Exhibit A, Price Sheet.
- 5.3. Invoices. Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. The compensation request must include a unique invoice number, be in US dollars, legible, page-numbered, signed, and dated. Vendor shall also submit a copy, marked as duplicate, of the original, invoice to Citizens' Contract Manager or designee. All invoices and payment credits must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 and must include, at a minimum, the following: (a) Agreement/task order number/purchase order number, if applicable; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 5.8.); and, (h) itemized Services for which compensation is being sought.
- 5.4. Payment Processing. Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) calendar days of Citizens' actual receipt of a complete and undisputed invoice. Where a submitted

invoice is incomplete, such as not containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) calendar days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within (30) calendar days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.

- 5.5. Travel-related Expenses. Citizens will not reimburse Vendor for travel-related expenses related to Services provided in Jacksonville and Tallahassee. Other locations may be subject to reimbursement if set forth in a Work Request. All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved travel-related expenses incurred in the performance of Services following Citizens' receipt of Vendor's reimbursement request submitted in accordance with the then-current Vendor Travel Reimbursement Guidelines.
- 5.6. No Additional Charges. Except for the compensation described herein, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.
- 5.7. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) calendar days following Citizens' request.
- 5.8. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

6. Indemnification and Limitation of Liability.

- 6.1. Indemnification. Vendor shall be fully liable for the actions of Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, employees, and policyholders (each, an "Indemnitee" and collectively, the "Indemnitees") from suits, actions, damages,

liabilities, demands, claims, losses, expenses, fines, penalties, fees, and costs of every name and description (collectively, "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any negligent act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, including without limitation: (a) a violation of federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) breaches of any representations made by Vendor under this Agreement; (d) any claim that any portion of the Services violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or, (e) Vendor's failure to timely forward a public records request to Citizens for handling.

6.1.1. Vendor's obligations of indemnification with respect to any Claim are contingent upon Citizens (or other Indemnitee) providing Vendor: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at Vendor's sole expense; and, (c) assistance in defending against or settling the Claim at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by an Indemnitee in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.

6.1.2. Notwithstanding anything in this Agreement to the contrary, Vendor shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of an Indemnitee; or, (b) an Indemnitee's misuse or modification of the Service.

6.1.3. The obligations in this Section are separate and apart from, and in no way limit Citizens' rights under any insurance provided by Vendor pursuant to this Agreement or otherwise.

6.1.4. The provisions of this Section shall survive the termination of this Agreement.

6.2. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY: (A) CONSEQUENTIAL, SPECULATIVE OR REMOTE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT; OR, (B) ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF TWICE THE AMOUNT OF FEES PAYABLE UNDER THIS AGREEMENT. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN CONTRACT, EQUITY, TORT, OR OTHERWISE. THESE LIMITATIONS SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT; (B) ANY CLAIM OR DAMAGE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT; OR (C) ANY CLAIM OR DAMAGE TO THE EXTENT COVERED BY AN INSURANCE POLICY REQUIRED IN THIS AGREEMENT. NOTHING IN THIS SECTION OR IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE LIMIT ON CITIZENS' LIABILITY FOR TORT CLAIMS UNDER SECTION 768.28, FLORIDA STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. **Insurance.**

- 7.1. **Vendor Insurance Requirements.** During the term of this Agreement, Vendor will maintain at its sole expense the following insurance, purchased from an insurer licensed to transact business in the State of Florida:
- 7.1.1. **Workers' Compensation** which provides coverage for Vendor's employees and independent contractors' employees, regardless of the state of hire, in at least the minimum statutory limits required by the State of Florida, and Employers' Liability with limits of \$1 million per accident; provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein.
 - 7.1.2. **Commercial General Liability** with minimum limits of \$300,000 per occurrence (to include contractual liability for liability assumed hereunder) and \$1 million in the aggregate;
 - 7.1.3. **Automobile Liability** with combined single limits of not less than \$1 million per accident (this policy must include Symbol 1 "Any Auto" coverage); provided however, that if Vendor does not own any vehicles and Vendor does not have a schedule of vehicles covered under a Vendor automobile policy, then the policy may instead include both Symbol 8 "Hired Autos Only" and Symbol 9 "Nonowned Autos only". Vendor agrees to secure Symbol 1 "Any Auto" coverage as set forth herein prior to taking ownership of any vehicle, and prior to scheduling any vehicles under a Vendor automobile policy.
- 7.2. **Insurance Company Qualifications.** Each company issuing policies must: (i) be licensed to transact business in the State of Florida; and, (ii) have an AM Best Financial Strength rating of "A-" or above.
- 7.3. **Citizens to be an Additional Insured.** The Commercial General Liability and Auto Liability policies shall include Citizens as an additional insured. For Commercial General Liability coverage, the policy must include ISO Form #CG 20 10 10 01 or a comparable company specific endorsement.
- 7.4. **Waiver of Subrogation.** The insurance shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 7.5. **Proof of Coverage.** Within thirty (30) calendar days of execution of this Agreement, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required

8. **Contract Administration.**

- 8.1. **Contract Administrator.** Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. Except for written notices not otherwise specifically required to be delivered to the Citizens' Contract Manager or designee (such as those relating to background checks, invoicing, data security requirements and subcontractors), all written notices shall be delivered to the Contract Administrator in addition to the Citizens Contract Manager named below. As of the Effective Date, the Contract

Administrator is:

Lori Newman, Vendor Management Office
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
904-407-0225
Lori.Newman@citizensfla.com

Citizens shall provide written notice to Vendor of any changes to the Contract Administrator; such changes shall not be deemed Agreement amendments.

- 8.2. **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 operational obligations pursuant to the terms of this Agreement. As of the Effective Date, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Manager

[Name]

Citizens Property Insurance Corporation

[Address]

[City, State Zip]

[Phone]

[Email]

Vendor's Contract Manager

[Name]

[Company Name]

[Address]

[City, State Zip]

[Phone]

[Email]

Each Party shall provide prompt written notice to the other Party of any changes to their Contract Manager; such changes shall not be deemed Agreement amendments.

9. Termination.

- 9.1. **Termination without Cause.** By thirty (30) calendar days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. In the event of termination, Vendor shall be entitled to payment for Services satisfactorily performed through the Termination Date but shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens' payment for Services forms the consideration for Vendor not having this right. In the event of Citizens' termination without cause, Citizens, at Citizens' sole election, may also require Vendor to provide the Transition Assistance as further described in this Agreement.

- 9.2. **Termination for Cause.** Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. Unless otherwise

provided herein, before terminating this Agreement, the Party that believes the other Party is failing to perform this Agreement shall notify the breaching Party, in writing, of the nature of the breach and provide a reasonable time certain to cure the breach. The cure period will generally be ten (10) calendar days from receipt of the notice, provided that a cure period is not required if a cure is not feasible as determined by the non-breaching Party or if the breaching Party has already been notified of the breach and given at least ten (10) calendar days to correct it. If the breaching Party does not cure the breach within the time provided by the non-breaching Party, and its breach is not legally excusable, the non-breaching Party may thereafter notify the breaching Party, in writing, that it considers the breaching Party in default and may terminate this Agreement and pursue any remedies allowed in law or equity. Instead of terminating this Agreement in whole, Citizens may elect to terminate this Agreement in part, in which case Vendor shall continue to provide Services on any portion of the Agreement not terminated. If after termination it is determined that Vendor 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 without cause under Section 9.2.

- 9.3. Scrutinized Companies; Termination by Citizens. In addition to any other termination rights of Citizens as provided for in this Agreement, Citizens may, at its sole election, terminate this Agreement if Vendor: (a) is found to have submitted a false certification as provided under Section 287.135(5), F.S.; (b) has been placed on the “Scrutinized Companies with Activities in Sudan List;” (c) has been placed on the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;” (d) has been placed on the “Scrutinized Companies that Boycott Israel List;” (e) has been engaged in business operations in Cuba or Syria; or, (f) is engaged in a boycott of Israel.

10. Disputes.

- 10.1. Dispute Resolution Process. Each Party will make a good faith effort to resolve any disputes relating to this Agreement prior to commencing a legal action.
- 10.2. Jurisdiction and Venue; Waiver of Jury Trial. This Agreement shall be deemed to have been made in the State of Florida and shall be subject to, and governed by, the laws of the State of Florida, and no doctrine of choice of law shall be used to apply any law other than that of the State of Florida. The Parties also agree to waive any right to jury trial.
- 10.3. The provisions of this Section shall survive the termination of this Agreement.

11. Records; Audits; Public Records Laws.

- 11.1. Record Retention. Vendor shall retain all records relating to this Agreement for three (3) years after the termination of this Agreement.
- 11.2. Right to Audit. Citizens shall have a reasonable right to review and audit any of Vendor’s records relating solely to this Agreement, upon written notice to Vendor of at least ten (10) Business Days.
- 11.3. Public Records Laws. Vendor acknowledges that Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes, (collectively, “Florida’s Public Records Laws”). Therefore, any information provided to Citizens or maintained by Vendor in connection with this Agreement may be subject to

disclosure to third parties.

11.3.1. Protection of Vendor's Confidential Information. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the disclosure requirements of Florida's Public Records Law. Other Florida Statutes allow for various protection of vendor's trade secrets and financial information. In order to protect any information provided to Citizens that Vendor considers to be protected from disclosure under Florida law ("Vendors Confidential Information"), Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.

11.3.2. Responding to Request for Vendor Confidential Information. If Citizens receives a Public Records Request ("PRR") or a request from any regulatory or legislative entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing. To the extent permitted by law, Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor's Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is confidential or exempt from disclosure or production pursuant to Florida's Public Records Laws then Vendor shall be solely responsible for defending its position, or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor's position.

11.3.3. Vendor's Duty to Forward Records Requests to Citizens. Vendor receives a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens' Records Custodian and forward the PRR to Citizens' Records Custodian for logging and processing. Citizens' Records Custodian's email address is: Recordsrequest@citizensfla.com. Citizens shall be the Party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Florida's Public Records Laws.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT (i) (850) 521-8302; (ii) RECORDSREQUEST@CITIZENSFLA.COM; OR, (iii) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND

CIRCLE, TALLAHASSEE, FL 32303.

11.4. The provisions of this Section shall survive the termination of this Agreement.

12. **Security and Confidentiality.** Vendor shall implement and maintain reasonable safeguards to ensure the security and confidentiality of Citizens' confidential information. The Section shall survive the termination of this Agreement.

13. **Miscellaneous.**

13.1. **Relationship of the Parties.** Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens. Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.

13.2. **Vendor Conflicts of Interests.** Vendor must execute a Conflict of Interest Form as required by Citizens. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.

13.3. **No Gifts.** Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.

13.4. **Convicted Vendor List.** Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.

13.5. **Compliance with Laws.** Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes: (a) annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or Vendor's annual written attestation that such authorization is not required; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.

13.6. **Subcontracting.** Vendor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent and any attempt to do so shall be void and without effect. Citizens' consent to Vendor's request to subcontract any of the Services shall not relieve Vendor of any of its duties or obligations under

this Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.

- 13.7. Severability. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 13.8. Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected" or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in corrective action, up to and including contract termination. Vendor may only use the approved Citizens logo, which may be obtained by sending a request via email to: newsroom@citizensfla.com.
- 13.9. Waiver. The delay or failure by a Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the 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.
- 13.10. Entire Agreement. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.
- 13.11. Modification of Terms. This Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by this Agreement. Vendor may not unilaterally modify the terms of this Agreement in any manner such as by affixing additional terms to any deliverable (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" or "click through" terms, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment and any such terms shall have no force or effect upon Citizens or this Agreement. Citizens' acceptance of any Service or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions or any conflicting terms and conditions.
- 13.12. Assignments. Neither Party shall sell, assign or transfer any of its rights (including rights to payment), duties or obligations under this Agreement without the prior written consent of the other Party.
- 13.13. Force Majeure. Neither Party shall be responsible for delays or disruptions in performance if the cause of the delay or disruption was beyond that Party's

reasonable control (or the reasonable control of its employees, subcontractors, or agents) to the extent not occasioned by the fault or negligence of the delayed or disrupted party. In no case shall Vendor's labor matters, such as strikes or availability of subcontractors, if any, be considered a force majeure event. To be excused from delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption. If the delay or disruption is justified, as solely determined by Citizen, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay or disruption will significantly impair the value of this Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to any increase in price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays or disruptions.

- 13.14. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same Agreement. The Parties agree that a faxed or scanned signature may substitute for and have the same legal effect as the original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the Parties.

**CITIZENS PROPERTY INSURANCE
CORPORATION**

VENDOR

Signature

Signature

Print Name

Print Name

Title

Title

Date Signed

Date Signed

Signature

Print Name

Title

Date Signed