

MASTER SERVICES AGREEMENT

Agreement No.: _____

THIS MASTER SERVICES AGREEMENT ("MSA") is made and entered into this ____ day of _____, 20__ ("Effective Date"), by and between the **City of Florida Procurement Hub**, a Florida municipal corporation, whose principal address is 1234 Strategic Sourcing Street, Florida Procurement Hub, FL 33333 ("**City**"), and [**Contractor Name**], a [State of Incorporation/Organization] [Type of Entity], authorized to do business in Florida, whose principal address is [Contractor Address] ("**Contractor**").

RECITALS

WHEREAS, the City anticipates that it will, from time to time, require certain services; and

WHEREAS, the Contractor represents that it is qualified, experienced, and willing to provide various services to the City under the terms and conditions set forth in this MSA and in specific Statements of Work (SOWs) that may be executed hereunder; and

WHEREAS, the City has determined that it is in the best interest of its citizens to establish this MSA to govern the provision of such services; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor agree as follows:

ARTICLE 1: AGREEMENT DOCUMENTS & ORDER OF PRECEDENCE

1.1 Agreement Documents:

This MSA shall govern all services provided by the Contractor to the City. Specific services to be performed, deliverables, timelines, compensation, and other project-specific terms shall be detailed in separately executed SOWs. Each SOW, upon execution by both parties, shall be incorporated herein by reference and become a part of this MSA. This MSA includes the following, which are incorporated herein by reference:

- a. This Master Services Agreement document.
- b. Exhibit A: Insurance Requirements.

- c. Any and all SOWs executed hereunder.

1.2 Order of Precedence:

In the event of any conflict, ambiguity, or inconsistency between the documents comprising this MSA and SOWs, the following order of precedence shall govern (from highest to lowest):

- a. Executed Amendment(s) or Change Order(s) to this MSA or to a specific SOW (with such SOW-specific amendments taking precedence for that SOW only).
- b. The terms of the specific, executed SOW for matters addressed within that SOW.
- c. This Master Services Agreement document.
- d. Exhibit A: Insurance Requirements.

ARTICLE 2: SCOPE OF SERVICES

2.1 Services:

Contractor shall provide the services ("Services") as specifically described and detailed in individual SOWs executed by both parties under this MSA. Each SOW will include, but not be limited to, a detailed description of the tasks, deliverables, performance standards, and schedule for the specific project.

2.2 Performance Standards:

Contractor shall perform all Services diligently, in a professional, skillful, and workmanlike manner, consistent with or exceeding generally accepted industry standards and practices applicable to the type of Services being performed. All Services shall meet the specific requirements and standards outlined in the applicable SOW.

2.3 Materials & Equipment:

Unless otherwise specified in an SOW, Contractor shall furnish all necessary labor, supervision, materials, equipment, tools, supplies, and incidentals required to perform the Services satisfactorily. All materials and equipment shall be new, of good quality, and suitable for their intended purpose. Where applicable, materials and equipment should be environmentally friendly and approved by the City.

2.4 Acceptance of Services:

Services and deliverables shall be subject to review and acceptance by the City's designated Project Manager as may be further detailed in the applicable SOW. The City shall have the right to inspect the Services at any time and to reject any Services or deliverables that do not conform to the requirements of this MSA or the relevant SOW.

ARTICLE 3: TERM AND RENEWAL

3.1 Initial Term:

The initial term of this MSA shall commence on the Effective Date and shall continue for a period of ____ year(s), ending on _____ [Date], unless terminated earlier in accordance with Article 10 (Termination).

3.2 Renewal Options:

The City, at its sole discretion, shall have the option to renew this MSA for up to ____ additional ____ year(s) period(s). Renewals are contingent upon satisfactory performance by the Contractor, the availability of appropriated funds, and mutual written agreement between the parties. The City will endeavor to provide written notice of its intent to renew at least ____ days prior to the expiration of the then-current term. Terms and conditions during any renewal period shall remain the same, unless otherwise mutually agreed in writing.

3.2 SOW Term:

Each SOW shall have its own term or completion date as specified therein. The termination or expiration of an individual SOW shall not affect the term of this MSA unless this MSA itself is terminated.

ARTICLE 4: COMPENSATION AND PAYMENT

4.1 Compensation:

The City agrees to pay the Contractor for the satisfactory performance, completion, and acceptance of the Services in accordance with the rates, fees, and payment terms specified in each executed SOW.

4.2 Not-to-Exceed Amount for SOWs:

Each SOW shall specify a not-to-exceed amount for the Services covered by that SOW. The City shall not be obligated to pay any amount in excess of the not-to-exceed amount specified in an SOW unless such amount is increased by a duly authorized written amendment to that SOW.

4.3 Invoicing:

Contractor shall submit correct and itemized invoices as specified in the applicable SOW (e.g., monthly, upon completion of milestones) in arrears, in a form acceptable to the City. Each invoice shall, at a minimum, detail the Services performed, the period covered, locations serviced (if applicable), the corresponding charges based on the SOW, reference the SOW number, and any supporting documentation reasonably required by the City or specified in the SOW. Invoices shall be submitted to the City's Finance Department at finance@floridaprocurementhub.com or as otherwise directed by the City

4.4 Payment:

The City shall pay undisputed and properly submitted invoices within thirty (30) calendar days of receipt and acceptance by the City, in accordance with the Florida Prompt Payment Act, Section 218.70 et seq., Florida Statutes. The City reserves the right to withhold payment for incomplete, unsatisfactory, or non-conforming Services until such deficiencies are rectified to the City's satisfaction.

4.5 Funding Availability (Fiscal Year Funding):

The City's financial obligations under this MSA and/or any SOW are contingent upon the annual appropriation of sufficient funds by the City Commission for the purpose of this MSA and/or any SOW. If, in any fiscal year, funds are not appropriated or are otherwise unavailable to support continuation of performance under this MSA and/or any SOW, the City may terminate this MSA and/or any SOW without penalty by providing written notice to the Contractor.

4.6 Taxes:

Prices set forth in SOWs shall be exclusive of Florida Sales Tax. The City will provide its tax-exempt certificate to the Contractor upon request. Contractor shall be responsible for all other taxes, assessments, fees, and charges of any kind imposed by any federal, state, or local governmental entity that are applicable to the Services or Contractor's business operations.

ARTICLE 5: CONTRACTOR RESPONSIBILITIES & COMPLIANCE

5.1 General Compliance:

Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and orders in the performance of this MSA and SOWs, including but not limited to those pertaining to labor, employment, public safety, and environmental protection.

5.2 Personnel:

- a. Contractor shall provide an adequate number of qualified, trained, supervised, and experienced personnel to perform the Services in a timely and professional manner.
- b. Contractor's personnel shall be courteous and professional in their interactions with City staff and the public.
- c. Contractor shall be solely responsible for all matters relating to its personnel, including but not limited to recruitment, hiring, training, discipline, compensation, benefits, and termination.
- d. Contractor shall conduct background checks for its personnel assigned to perform Services on City property or having access to sensitive City information, as may be required by law or reasonably requested by the City.
- e. Contractor shall comply with all E-Verify requirements pursuant to Section 448.095, Florida Statutes, and shall ensure that all employees and subcontractors hired after January 1, 2021, are vetted through the E-Verify system.

5.3 Licenses & Permits:

Contractor shall obtain and maintain, at its sole expense, all necessary licenses, permits, certifications, and approvals required by any federal, state, or local authority

to perform the Services throughout the term of this MSA and SOWs, and any renewal periods. Copies shall be provided to the City upon request.

5.4 Quality Control:

Contractor shall implement and maintain an effective quality control program, acceptable to the City, to ensure Services meet or exceed the standards required in this MSA and SOWs.

5.5 Reporting:

Contractor shall provide activity/progress reports and any other reports related to the Services as reasonably requested by the City or as specified in this MSA and SOWs.

5.6 Contractor Certifications:

By executing this MSA, Contractor makes the following certifications, and shall comply with them throughout the term of this MSA and SOWs (or provide a separate, executed certifications document as an Exhibit):

- a. Non-Collusion:** The Contractor certifies that its offer was made independently and without collusion, consultation, communication, or agreement with any other offeror or competitor.
- b. Public Entity Crimes:** Contractor certifies compliance with Section 287.133, Florida Statutes, regarding Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- c. Debarment/Suspension:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local department or agency.
- d. Drug-Free Workplace:** Contractor certifies it is in compliance with Section 287.087, Florida Statutes, regarding Drug-Free Workplace requirements.

e. Scrutinized Companies: Contractor certifies compliance with Section 287.135, Florida Statutes, regarding Scrutinized Companies Lists (Companies engaged in business with Cuba, Iran, Sudan, Syria, etc.). The City may terminate this MSA and/or any SOW if Contractor is found to have submitted a false certification or has been placed on any Scrutinized Companies list.

f. Anti-Lobbying/Gifts: Contractor certifies that it has not and will not use any funds paid hereunder to lobby any City official or employee, and that it has not offered and will not offer any gift or gratuity to any City official or employee in connection with this MSA and SOWs, in violation of applicable ethics laws.

ARTICLE 6: INSURANCE

6.1 Required Coverage:

Contractor shall procure and maintain, at its sole expense, the insurance coverages and minimum limits as specified in Exhibit A: Insurance Requirements, throughout the term of this MSA and SOWs, and any renewal periods. Such insurance shall be with insurers licensed and authorized to do business in the State of Florida and rated A-VII or better by A.M. Best Company, or as otherwise approved by the City's Risk Manager.

6.2 Certificates of Insurance:

Prior to commencing any Services, and upon each policy renewal, Contractor shall provide the City with current Certificates of Insurance evidencing the required coverages. The Certificates shall:

- a. Name the "City of Florida Procurement Hub, its officials, employees, and agents" as an Additional Insured on General Liability and Automobile Liability policies, as specified in Exhibit A.
- b. Provide that coverage shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by the City.
- c. Include a waiver of subrogation in favor of the City where permissible by law and the policy.
- d. Provide for at least thirty (30) days' prior written notice to the City of cancellation, non-renewal, or material adverse change in coverage.
- e. Be signed by an authorized representative of the insurer.

6.3 Subcontractor Insurance:

Contractor shall require all subcontractors performing Services under this MSA and SOWs to maintain insurance coverage consistent with the requirements of Exhibit A, or Contractor's insurance shall provide coverage for the subcontractors. Contractor shall be responsible for ensuring subcontractors' compliance.

ARTICLE 7: INDEMNIFICATION

7.1 Contractor's Obligation:

To the fullest extent permitted by Florida law, the Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, actions, suits, demands, losses, damages, liabilities, fines, penalties, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and expert witness fees at all trial and appellate levels) arising out of or resulting from:

- a. The performance or non-performance of this MSA and SOWs by the Contractor, its employees, subcontractors, or agents;
- b. Any negligent acts, errors, omissions, or willful misconduct of the Contractor, its employees, subcontractors, or agents in connection with this MSA and SOWs;
- c. Any breach of the terms of this MSA and SOWs by the Contractor.

7.2 Survival:

This indemnification obligation shall survive the termination or expiration of this MSA and SOWs.

7.3 No Limitation:

Nothing in this Article shall be construed to limit Contractor's liability to the City as otherwise provided in this MSA and SOWs, or by law. This indemnification shall not be limited by the amount of insurance required under this MSA and SOWs.

7.4 City's Negligence:

This indemnification shall not apply to any claims, losses, or damages to the extent caused by the sole negligence or willful misconduct of the City. In instances of joint or concurrent negligence of the parties, responsibility and indemnity, if any, shall be apportioned in accordance with Florida law, without, however, waiving sovereign immunity by the City.

ARTICLE 8: WARRANTIES

8.1 Service Warranty:

Contractor warrants that all Services will be performed in a professional and workmanlike manner, consistent with the highest industry standards applicable to such services, and in accordance with all specifications and requirements of this MSA and SOWs. Contractor warrants that the Services will be free from defects in workmanship.

8.2 Materials Warranty:

Contractor warrants that all materials, equipment, and supplies furnished under this MSA and SOWs will be new (unless otherwise specified), of good quality, fit for their intended purpose, and free from defects in material and workmanship. Contractor shall pass on to the City all manufacturers' warranties for materials and equipment.

8.3 Correction of Deficiencies:

Contractor shall, at its own expense, promptly re-perform or correct any Services, materials, or equipment that fail to conform to the foregoing warranties or the requirements of this MSA and SOWs, upon written notification from the City. If Contractor fails to correct such deficiencies within a reasonable time specified by the City, the City may, at its option, correct the deficiencies itself or procure the services of another contractor to do so, and Contractor shall be liable for all costs incurred by the City.

ARTICLE 9: SUBCONTRACTING AND ASSIGNMENT

9.1 Subcontracting:

Contractor shall not subcontract, assign, or delegate any portion of the Services or its obligations under this MSA and/or any SOW without the prior express written consent of the City, which consent may be withheld in the City's sole discretion. Any approved subcontractors shall be subject to all terms and conditions of this MSA and any applicable SOW(s). Contractor shall remain fully responsible and liable to the City for the performance of all Services, including those performed by its approved subcontractors, and for the subcontractors' compliance with this MSA and any applicable SOW(s). Contractor shall ensure prompt payment to its subcontractors in accordance with Florida's Prompt Payment requirements for public projects.

9.2 Assignment:

Contractor shall not assign, transfer, convey, or otherwise dispose of this MSA and/or any SOW, or any of its rights, title, or interest herein, without the prior express written consent of the City, which consent may be withheld in the City's sole discretion. Any attempted assignment without such consent shall be null and void.

ARTICLE 10: TERMINATION

10.1 Termination for Convenience:

The City may terminate this MSA and/or any SOW, in whole or in part, for its convenience and without cause at any time by providing at least thirty (30) calendar days' prior written notice to the Contractor. In the event of such termination, Contractor shall:

- a. Cease all work as of the termination date specified in the notice.
- b. Take all necessary actions to protect and preserve any property related to this MSA and SOWs that is in Contractor's possession.
- c. Be paid for all satisfactory and accepted Services rendered and allowable expenses incurred up to the effective date of termination, less any payments previously made. Contractor shall not be entitled to any lost profits, consequential damages, or other damages on account of such termination.

10.2 Termination for Default/Cause:

The City may terminate this MSA and/or any SOW, in whole or in part, for default or cause if the Contractor:

- a. Fails to perform its obligations under this MSA and/or any SOW in a timely and proper manner;
- b. Fails to comply with any of the terms and conditions of this MSA and/or any SOW;
- c. Becomes insolvent, files for bankruptcy, makes a general assignment for the benefit of creditors, or if a receiver is appointed for Contractor's assets;
- d. Violates any applicable laws or regulations in the performance of the Services.

The City will provide written notice to the Contractor specifying the nature of the default. Contractor shall have ten (10) calendar days from receipt of such notice (or such longer period as the City may specify in writing) to cure the default to the City's satisfaction. If the default is not cured within the specified period, or if the default is not curable, the City may terminate this MSA and/or any SOW immediately by providing a second written notice of termination. In the event of termination for default, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those terminated, and the Contractor shall be liable to the City for any excess costs for such similar services. The City may also pursue any other remedies available at law or in equity.

10.3 Contractor's Obligations Upon Termination:

Upon termination or expiration of this MSA and/or any SOW for any reason, Contractor shall:

- a. Immediately discontinue all Services, unless otherwise directed by the City.
- b. Deliver to the City all data, documents, reports, work products, and other materials, whether complete or in progress, prepared by or for Contractor under this MSA and/or any SOW.
- c. Cooperate with the City to ensure an orderly transition of services to another provider, if applicable.

ARTICLE 11: RECORDS, AUDITS, AND PUBLIC RECORDS

11.1 Record Keeping:

Contractor shall maintain complete and accurate books, records, documents, and other evidence (collectively, "Records") related to the negotiation, award, administration, performance, and costs of this MSA and SOWs in accordance with generally accepted accounting principles. Such Records shall be maintained for a period of at least three (3) years after final payment under this MSA and SOWs, or termination, whichever is later, or for any longer period required by law.

11.2 Audit Rights:

The City, its authorized representatives, the State of Florida, or any applicable federal agency shall have the right to audit, inspect, examine, and copy such Records at all reasonable times during normal business hours upon reasonable prior notice to Contractor. Contractor shall cooperate fully in any such audit.

11.3 Public Records Compliance:

Contractor acknowledges that this MSA and SOWs, and any related documents, including Records in Contractor's possession that are directly related to the performance of Services under this MSA and SOWs, may be subject to disclosure under Florida's Public Records Law Chapter 119, Florida Statutes.

IF THE CONTRACTOR HAS BEEN ENGAGED TO ACT ON BEHALF OF THE CITY AS PROVIDED UNDER SECTION 119.0701, FLORIDA STATUTES, THE CONTRACTOR SHALL:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., 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 MSA and SOWs terms, and following completion of the MSA and SOWs, if the Contractor does not transfer the records to the City.
- d. Upon completion of the MSA and SOWs, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public

records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the MSA and SOWs, 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 MSA and SOWs, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Contractor's Public Records Contact Information:

Contact Name / Title: _____
Address: _____

Email: _____
Phone: _____

FAILURE TO COMPLY WITH THIS SECTION SHALL BE DEEMED A MATERIAL BREACH OF THIS MSA AND/OR ANY APPLICABLE SOW(S), AND MAY RESULT IN UNILATERAL CANCELLATION OF THIS MSA AND/OR ANY APPLICABLE SOW(S) BY THE CITY.

ARTICLE 12: DISPUTE RESOLUTION

12.1 Negotiation:

In the event of any dispute, claim, question, or disagreement arising from or relating to this MSA and/or any SOW, or the breach thereof (a "Dispute"), the parties shall first use their best efforts to settle the Dispute through good-faith negotiation between their authorized representatives. The party raising the Dispute shall provide written notice to the other party, setting forth the subject of the Dispute and the relief requested.

12.2 Mediation:

If the Dispute cannot be resolved through negotiation within thirty (30) days of the initial notice (or such other period as mutually agreed), the parties agree to endeavor to resolve the Dispute by non-binding mediation. The mediation shall be conducted in _____ County, Florida, unless otherwise agreed. The parties shall share the mediator's fees and any filing fees equally. The mediation shall be conducted in accordance with the rules of a mutually agreeable mediation service.

12.3 Litigation:

If mediation is unsuccessful in resolving the Dispute, or if a party fails to participate in mediation, either party may then pursue any remedies available at law or in equity in accordance with Article 13 (Governing Law and Venue).

12.4 Continued Performance:

Unless otherwise agreed in writing, Contractor shall continue diligent performance of its obligations under this MSA and SOWs pending resolution of any Dispute.

ARTICLE 13: GOVERNING LAW AND VENUE

13.1 Governing Law:

This MSA and SOWs and the rights and obligations of the parties hereunder shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

13.2 Venue:

Any legal action, suit, or proceeding arising out of or relating to this MSA and SOWs shall be instituted exclusively in a state or federal court of competent jurisdiction located in _____ County, Florida. Each party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection it may have to venue or inconvenient forum.

13.3 Waiver of Jury Trial:

EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION

(INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS MSA AND/OR SOWS.

ARTICLE 14: NOTICES

14.1 Method:

All notices, requests, demands, consents, approvals, and other communications required or permitted under this MSA and SOWs ("Notices") shall be in writing and shall be deemed duly given and effective:

- a. Upon personal delivery to the party to be notified; or
- b. When sent by confirmed electronic mail (email) to the address below (with confirmation of receipt); or
- c. One (1) business day after deposit with a nationally recognized overnight courier service, specifying next-day delivery, with all fees prepaid; or
- d. Three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid, addressed to the parties at their respective addresses set forth below or such other addresses as the parties may designate in writing from time to time.

14.2 Addresses for Notices:

If to City:

City of Florida Procurement Hub
John Doe, Chief Procurement Officer
1234 Strategic Sourcing Street
Florida Procurement Hub, FL 33333
Email: JDoe@FloridaProcurementHub.com
Phone: (111) 111-1111

With a copy to (if applicable):

City Attorney's Office
1234 Strategic Sourcing Street
Florida Procurement Hub, FL 33333

Email: Legal@FloridaProcurementHub.com

If to Contractor:

[Contractor Name]
Attn: [Contractor Contact Name/Title]
[Contractor Street Address]
[Contractor City, State, Zip Code]
Email: _____
Phone: _____

ARTICLE 15: GENERAL PROVISIONS

15.1 Independent Contractor:

Contractor is, and shall perform this MSA and SOWs as, an independent contractor and not as an employee, agent, partner, or joint venturer of the City. Contractor shall have sole control over the manner and means of providing the Services. Contractor's employees and subcontractors are not employees of the City and are not entitled to any City employment benefits. Contractor shall be solely responsible for the payment of all wages, salaries, benefits, and other compensation to its employees and subcontractors, and for all applicable withholding taxes, FICA, unemployment contributions, and other employment-related taxes and liabilities.

15.2 Sovereign Immunity:

Nothing in this MSA and SOWs shall be deemed or construed as a waiver of the City's sovereign immunity or any rights, defenses, or immunities available to the City under common law or Section 768.28, Florida Statutes, as amended from time to time.

15.3 Force Majeure:

Neither party shall be liable for any failure to perform or delay in performance of its obligations under this MSA and SOWs (except for payment obligations) if such failure or delay is due to causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics, pandemics, quarantine restrictions, strikes, or unusually severe weather ("Force Majeure Event"). The party affected by a Force Majeure Event shall provide prompt written

notice to the other party, explaining the nature and anticipated duration of the event, and shall use reasonable efforts to mitigate the effects of such event and resume performance as soon as practicable.

15.4 Conflict of Interest:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this MSA and SOWs, 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 the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this MSA and SOWs. Contractor shall promptly disclose to the City any actual, potential, or apparent conflict of interest that arises during the term of this MSA and SOWs. Violation of this provision may be grounds for termination of this MSA and/or any applicable SOW for cause. Contractor shall comply with Chapter 112, Part III, Florida Statutes, relating to ethics in government.

15.5 Intellectual Property:

- a. Pre-existing Intellectual Property:** Each party shall retain all right, title, and interest in and to its own pre-existing intellectual property.
- b. Deliverables Created for City:** Unless otherwise agreed in writing or specified in this MSA and SOWs, all reports, data, designs, documents, software, inventions, and other work products created, developed, or delivered by Contractor specifically for the City in the performance of Services under this MSA and SOWs ("Deliverables") shall be deemed "works made for hire" and shall be the sole and exclusive property of the City. Contractor hereby assigns to the City all right, title, and interest, including copyright and other intellectual property rights, in and to such Deliverables. Contractor agrees to execute any documents reasonably requested by the City to evidence or perfect the City's ownership of the Deliverables.
- c. Contractor's Tools and Methods:** Notwithstanding the foregoing, Contractor shall retain ownership of its proprietary tools, methods, know-how, and generic or pre-existing materials used in performing the Services, provided they are not incorporated into the Deliverables in a way that would prevent the City's full use of the Deliverables.

15.6 Use of City's Name/Logo; Advertising:

Contractor shall not use the City's name, logo, trademarks, or any photographs of City property in any advertising, promotional materials, or publicity releases without the prior written consent of the City. Contractor shall not represent itself as an agent or affiliate of the City, except as expressly authorized by this MSA and SOWs.

15.7 No Exclusive Agreement:

This MSA and SOWs are not exclusive. The City reserves the right, in its sole discretion, to contract with other entities for the same or similar services as those provided hereunder.

15.8 Severability:

If any term or provision of this MSA and/or any SOW, or the application thereof to any person or circumstance, is held invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this MSA and/or applicable SOW, or its application to other persons or circumstances. The remaining provisions shall remain in full force and effect and shall be construed to effectuate the original intent of the parties as closely as possible.

15.9 Entire Agreement:

This MSA and SOWs, including all Exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement and understanding between the City and the Contractor with respect to the subject matter hereof. It supersedes all prior and contemporaneous agreements, negotiations, representations, proposals, and understandings, whether oral or written, relating to such subject matter.

15.10 Amendments:

This MSA and SOWs may be amended, modified, or supplemented only by a written instrument duly executed by authorized representatives of both parties.

15.11 Waiver:

No waiver by either party of any term or condition of this MSA and SOWs, or any breach thereof shall constitute a waiver of any other term or condition or of any subsequent breach of the same or any other term or condition. No waiver shall be effective unless it is in writing and signed by the party granting the waiver. Failure

or delay by either party in exercising any right, power, or privilege hereunder shall not operate as a waiver thereof.

15.12 Headings:

The article and section headings contained in this MSA and SOWs are for convenience of reference only and shall not affect the meaning, interpretation, or construction of this MSA and SOWs.

15.13 Counterparts; Electronic Signatures:

This MSA and SOWs may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic means (e.g., PDF) shall be deemed original signatures for all purposes.

15.14 Construction:

The parties acknowledge that they have had an adequate opportunity to review this MSA and to consult with legal counsel. Therefore, this MSA shall be construed fairly as to all parties and not strictly for or against any party, regardless of who drafted it.

15.15 Survival:

Any provisions of this MSA and SOWs that, by their nature, are intended to survive termination or expiration (including, but not limited to, indemnification, warranties, record-keeping, audit rights, public records, intellectual property, and confidentiality obligations) shall so survive.

ARTICLE 16: EXHIBITS

The following Exhibits are attached to and made an integral part of this MSA:

- 16.1 Exhibit A: Insurance Requirements
- 16.2 Exhibit B: Sample SOW Template

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Master Services Agreement as of the Effective Date first written above.

CITY OF FLORIDA PROCUREMENT HUB

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST (if required by City Charter/Ordinance):

By: _____

Print Name: City Clerk (or designee)

Title: City Clerk

Date: _____

(CITY SEAL if applicable)

[CONTRACTOR NAME]

By: _____

(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

WITNESS (for Contractor, if required):

By: _____

Print Name: _____

(CORPORATE SEAL if applicable)

UNAUTHORIZED USE PROHIBITED

EXHIBIT A: INSURANCE REQUIREMENTS

The Contractor shall procure and maintain in full force and effect during the term of this MSA and SOWs, and any renewal periods, the following insurance coverages with minimum limits as indicated. Coverage shall be primary and non-contributory. The City of Florida Procurement Hub, its officials, employees, and agents shall be named as Additional Insured where specified.

1. Commercial General Liability (CGL):

- Coverage: Premises/Operations, Products/Completed Operations, Contractual Liability, Personal & Advertising Injury.
- Limits:
 - Each Occurrence: \$1,000,000
 - General Aggregate: \$2,000,000
 - Products/Completed Operations Aggregate: \$2,000,000
 - Additional Insured: The City of Florida Procurement Hub, its officials, employees, and agents shall be named as Additional Insured on a primary and non-contributory basis using ISO Form CG 20 10 or equivalent. A copy of the endorsement shall be provided.
 - Waiver of Subrogation: In favor of the City.

2. Automobile Liability:

- Coverage: Owned, Hired, and Non-Owned Vehicles.
- Limits:
 - \$1,000,000 Combined Single Limit (CSL) per accident for Bodily Injury and Property Damage.
 - Additional Insured: The City of Florida Procurement Hub, its officials, employees, and agents shall be named as Additional Insured.
 - Waiver of Subrogation: In favor of the City.

3. Workers' Compensation and Employer's Liability:

- Coverage A (Workers' Compensation): Statutory limits as required by the State of Florida.
- Coverage B (Employer's Liability):
 - Bodily Injury by Accident: \$500,000 Each Accident
 - Bodily Injury by Disease: \$500,000 Policy Limit
 - Bodily Injury by Disease: \$500,000 Each Employee

- Waiver of Subrogation: In favor of the City.
- If Contractor is exempt from Florida Workers' Compensation requirements, Contractor must provide proof of such exemption.

4. Professional Liability (Errors & Omissions) (Required if Contractor is providing professional services, e.g., consulting, design, legal, IT):

- Coverage: For negligent acts, errors, or omissions arising out of the professional services performed under this MSA and/or applicable SOWs.
- Limits: \$1,000,000 per claim / \$2,000,000 aggregate.
- Retroactive Date: Must be prior to or coincident with the effective date of this MSA and/or applicable SOWs.
- Extended Reporting Period ("Tail Coverage"): If policy is claims-made, Contractor must maintain coverage for at least three (3) years after completion of Services, or provide an extended reporting period.

5. Other Insurance as applicable, e.g., Cyber Liability, Pollution Liability, Umbrella/Excess Liability:

- Cyber Liability (if handling sensitive City data or systems):
 - Limits: \$1,000,000 to \$5,000,000] per claim/aggregate.
 - Coverage for data breach, network security failures, privacy violations, etc.
- Umbrella/Excess Liability:
 - Limits: \$5,000,000 per occurrence/aggregate.
 - To provide excess limits over underlying CGL, Auto, and Employer's Liability.

6. General Insurance Provisions:

- Certificates of Insurance: As per Article 6.2.
- Deductibles/Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City is not responsible for any deductibles.
- Subcontractors: Contractor shall ensure all subcontractors comply with these insurance requirements or Contractor's policy must cover the subcontractor's exposure.

- Notice of Cancellation: As per Article 6.2.
- City's Right to Modify: The City reserves the right to review and reasonably modify insurance requirements based on the nature of the Services.

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EXHIBIT B: SAMPLE SOW TEMPLATE

STATEMENT OF WORK NO.: _____

TO MASTER SERVICES AGREEMENT NO.: _____

This Statement of Work (SOW) is made and entered into as of this ____ day of _____, 20__ ("SOW Effective Date"), by and between the **City of Florida Procurement Hub, Florida ("City")** and **[Contractor Name] ("Contractor")**, pursuant to Master Services Agreement (MSA) No. _____ dated _____. This SOW is hereby incorporated into and made a part of said MSA. Capitalized terms not defined herein shall have the meanings ascribed to them in the MSA.

1. Project Title/Service Description:

- a. Describe Services (e.g., Janitorial Services for City Hall, Consulting Services for IT System Upgrade).

2. Background/Purpose:

- a. Brief overview of why the services are needed.

3. Detailed Scope of Services/Tasks:

- a. Clearly list and describe each specific task, duty, and responsibility of the Contractor. Use action verbs. Be specific and measurable.
- b. Example for Janitorial: Daily cleaning of offices, restrooms, common areas including dusting, vacuuming, mopping, trash removal, window cleaning, etc

4. Deliverables:

- a. List all specific outputs, reports, plans, materials, or results the Contractor is required to produce.
- b. Specify format, content requirements, and due dates for each deliverable.
- c. Example: Monthly Service Report due by the 5th of each month.

5. Performance Standards/Quality Requirements:

- a. Define specific standards, metrics, or levels of quality the Contractor must achieve. Refer to industry best practices if applicable.

- b. Example: All restrooms must be cleaned and restocked to standard X by Y time daily.

6. Schedule/Timeline:

- a. Provide start and end dates for the overall project/service.
- b. Include key milestones and deadlines for specific tasks or deliverables.

7. Location(s) of Service Performance:

- a. Specify all City facilities or locations where services will be performed under this SOW.

8. City-Furnished Property/Information/Support (if any):

- a. List anything the City will provide to the Contractor for this SOW (e.g., access, data, equipment, workspace).

9. Contractor-Furnished Materials/Equipment (if any beyond MSA general terms):

- a. Specify key materials or equipment the Contractor is responsible for providing specifically for this SOW.

10. Key Personnel (if applicable):

- a. Identify any specific individuals from the Contractor's team critical to this SOW and their roles. May include provisions for replacement.

11. Reporting Requirements (if not covered in Deliverables):

- a. Frequency, format, and content of progress or status reports for this SOW.

12. Compensation and Pricing for this SOW:

a. Pricing Structure: (Choose one or combine as appropriate)

- Fixed Price: Total fixed price for all Services under this SOW is \$_____.
- Time and Materials:
 - Hourly Rates: List positions and their hourly rates for this SOW (e.g., Senior Consultant: \$X/hour; Technician: \$Y/hour).

- Materials/Expenses: Specify how materials and direct expenses will be charged for this SOW (e.g., at actual cost, cost plus percentage, or not to exceed amounts. Require pre-approval for certain expenses).
- Unit Price: List services/items and their per-unit price for this SOW (e.g., Per square foot cleaned: \$X; Per report generated: \$Y).
- b. **Maximum Compensation/Not-to-Exceed (NTE) Amount for this SOW:**
 - The total compensation payable under this SOW No. _____ shall not exceed \$_____, inclusive of all labor, materials, expenses, and fees, unless amended per the MSA
- c. **Payment Schedule/Milestones for this SOW:**
 - Specify when payments will be made (e.g., monthly upon submission of invoice, upon completion of specific milestones linked to deliverables in this SOW.
- d. **Invoice Requirements for this SOW:**
 - Supplement MSA Article 4.3 if needed with specific details for this SOW (e.g., required supporting documentation, level of detail for T&M billing. All invoices must reference this SOW No. _____).
- e. **Reimbursable Expenses (if applicable for this SOW):**
 - List types of expenses that are reimbursable (e.g., travel, printing, etc.), limitations, pre-approval requirements.
 - Specify receipts are required.
 - Travel expenses typically should not exceed State of Florida rates.

13 Specific Exclusions (if any for this SOW):

- a. Clearly state any services or tasks that are NOT included in this SOW.

14. SOW Term:

- a. This SOW shall commence on the SOW Effective Date and shall continue until _____, 20____, or Completion of Services, unless terminated earlier in accordance with the MSA.

15. Project Managers for this SOW:

- a. City Project Manager: (Name, Title, Email, Phone)
- b. Contractor Project Manager: (Name, Title, Email, Phone)

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work No. _____ as of the SOW Effective Date.

CITY OF FLORIDA PROCUREMENT HUB

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST (if required by City Charter/Ordinance):

By: _____

Print Name: City Clerk (or designee)

Title: City Clerk

Date: _____

(CITY SEAL if applicable)

[CONTRACTOR NAME]

By: _____

(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

WITNESS (for Contractor, if required):

By: _____

Print Name: _____

(CORPORATE SEAL if applicable)

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