



Order Form

Order ID: Q-09124701

Contact your representative matthew.burch@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1003019381
PORT ST LUCIE CITY ATTORNEY
RENATA LUKASZUK
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984-5042 US
"Customer"

Shipping Address

Account #: 1003019381
PORT ST LUCIE CITY ATTORNEY
RENATA LUKASZUK
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984-5042 US

Billing Address

Account #: 1003019381
PORT ST LUCIE CITY ATTORNEY
RENATA LUKASZUK
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34984-5042
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$6,612.00	60

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/genai-terms>.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst>.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-09124701

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 12/27/2024.



Attachment

Order ID: Q-09124701

Contact your representative matthew.burch@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
 Account Number: 1003019381
 This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: Lukaszuk, Renata
 Email: rlukaszuk@cityofpsl.com

eBilling Contact

Contact Name Renata Lukaszuk
 Email rlukaszuk@cityofpsl.com

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003019381	PORT ST LUCIE CITY ATTORNEY	121 SW PORT ST LUCIE BLVD PORT SAINT LUCIE FL 34984-5042 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
10	Attorneys	43366459	CoCounsel V2 1100, Enterprise access, Government
10	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
10	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PROâ€¢)
10	Attorneys	41994565	Gvt - National Reporter Images For Government (Westlaw PROâ€¢)
10	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Renata	Lukaszuk	rlukaszuk@cityofpsl.com	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
41933477	Westlaw Litigation Collection, Enterprise access, Government
41933493	Practical Law Premier, Enterprise access, Government
41935299	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PROâ€¢)
41994566	Gvt - National Reporter Images For Government (Westlaw PROâ€¢)
42059324	Gvt - Litigation Reports (Westlaw PROâ€¢)
42077754	Westlaw All Analytical, Enterprise access, Government
43102994	Westlaw Precision Preferred with CoCounsel National Primary Law, Enterprise access, Government

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$6,612.00	2.00%	\$6744.24	2.00%	\$6879.12	2.00%	\$7016.70	2.00%	\$7157.03	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.



Addendum TO GOVERNMENT
CUSTOMER TERMS AND CONDITIONS

This Addendum is made between West Publishing Corporation ("West"), and Customer and is effective as of the date the Order Form is processed.

Recitals

1. Customer desires to purchase information products from West in accordance with West Publishing's standard order form which includes the Thomson Reuters General Terms and Conditions ("Order Form"), and
2. Customer has provided West its terms and conditions ("Customer Terms") for incorporation into the Order Form.

The parties hereby agree as follows:

1. **Agreement.** Except as modified herein, the Customer Terms are incorporated into and made a part of the Order Form. The Order Form, Customer Terms, and this Addendum shall be referred to as the "Agreement". To the extent any provisions of the Customer Terms conflict with this Addendum, this Addendum shall control. Except as set forth herein, all other terms and conditions of the Order Form and Customer Terms remain in effect.
2. **Clarifications.** To the extent any of the following provisions are included in the Customer Terms, such provisions are modified as follows:
 - a. **Intellectual Property.** Notwithstanding anything in the Customer Terms to the contrary, neither party transfers any intellectual property rights to the other party under this Agreement.
 - b. **Usage Rights.** Your exclusive rights and the restrictions regarding the use of our products are set forth in the Order Form or directly within the product and include but are not limited to our regulated data requirements, any of our permissible use guidelines, and any certifications regarding use that you make to us (altogether "Permitted Uses"). To the extent the Customer Terms indirectly or directly conflict, or intend to supersede the Permitted Uses, any such Customer Terms shall be invalid, and voided in their entirety, and you shall have no rights to use our products beyond the Permitted Uses.
 - c. **Regulated Data.** The provision regarding Regulated Data in the Order Form shall apply in its entirety, and anything within the Customer Terms that indirectly or directly conflicts or is intended to supersede any part of the Regulated Data terms shall be invalid and voided in their entirety.
 - d. **Third Party Providers.** West provides content sourced from third parties which may include additional terms and conditions, as set forth in the Order Form. Nothing in the Customer Terms shall waive Customer's obligation to comply with any such third-party terms.
 - e. **Information Security and Privacy.** West standard information security and privacy commitments will apply, and any security or privacy commitments in the Customer Terms shall be inapplicable.
 - f. **Service Levels.** West standard service levels will apply, and any service level commitments in the Customer Terms shall be inapplicable.
 - g. **Reporting and Invoicing.** West standard invoicing and reporting processes will apply, and any invoicing or reporting commitments in the Customer Terms shall be inapplicable.
 - h. **Warranty.** West makes no warranty except those set forth in the Order Form. Any warranties set forth in the Customer Terms shall not apply.
 - i. **Background Checks.** West follows a standard policy regarding background checks of its employees, and any additional obligations set forth in Customer Terms shall not apply.
 - j. **Compliance with Laws.** West agrees to comply with all laws applicable to its business. Any obligations to comply with laws set forth in the Customer Terms shall be inapplicable, except to the extent they apply to West's business.
 - k. **Service Accessibility.** West is committed to ensuring equal access for all people, including those with disabilities. To maintain this commitment, West strives to comply with Web Content Accessibility Guidelines ("WCAG") 2.1, level AA or better. Any additional obligations set forth in the Customer Terms shall be inapplicable.
 - l. **Insurance, Indemnification and Limitation of Liability.** West's obligation to indemnify Customer, and the limits on West's liability shall be as set forth in the Order Form, and any terms related to Insurance, Indemnification or Limitations of Liability in the Customer Terms as they apply to West shall be inapplicable.

By signing this Addendum, I acknowledge that I am authorized to accept these terms on behalf of my organization:

Corporation

Customer

West

Publishing

By _____

By: Julie Thomas

Name _____

Name:  _____

Title _____

Title: Director of Commercial Strategy & Policy Enablement

Date: _____

Date: _____

Standard Terms & Conditions



In this Standard Terms & Conditions, the City of Port St. Lucie will be referred to as the “Buyer,” and Vendor or Vendors listed on the Purchase Order will be referred to as the “Seller” or “Contractor.” This order is subject to the following terms and conditions (together with the Purchase Order and/or Visa Order, “Agreement”), which may not be changed or amended except as expressly agreed in writing signed by Buyer. Buyer and Seller may be referred to herein as a “party” or collectively as the “parties.”

Shipping and Billing Instructions

1. Unless otherwise specified on the face of the Purchase Order or Visa Order (“Order”), all deliveries are for "inside delivery."
2. Seller shall promptly notify Buyer of deliveries that require special handling and/or assistance for off-loading. Seller’s failure to promptly notify Buyer concerning this type of delivery shall result in billing to Seller of any resulting re-delivery, storage, or handling charges.
3. Transportation Charges on all shipments must be fully prepaid by Seller. All shipments are FOB Destination; title transfer will take place at delivery site. All freight charges are to be included on the invoice or Visa receipt. C.O.D. shipments will not be accepted.
4. If the Order authorizes addition of freight to Invoice, Seller is expected to make complete shipments in accordance with the Order schedule. Any increase in freight cost resulting from unauthorized split shipments shall be Seller’s responsibility.
5. Unless otherwise specified on the face of the Order, all deliveries are to be made during the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays.
6. All shipments must be accompanied by a Packing List containing: the Seller's Packing List Number, the Buyer's Purchase Order Number or Visa account number, Buyer's name, and an itemized description of items shipped.
7. When multiple shipments are required to complete this order, the final shipment must be labeled as “FINAL SHIPMENT” on the Seller's Packing List and Invoice.
8. Seller shall render separate Invoices for each Order and each delivery. All Invoices, in addition to containing the Purchase Order Number or Visa Account Number and Buyer's name, should refer to the Seller's Packing List Number.
9. Invoices shall specify cash discounts. Payment shall be net thirty (30). The payment period shall be calculated from the date acceptable Invoices are received or the date goods are received, whichever occurs later. Penalties will not be paid.
10. Cities, including Buyer, are exempt from federal excise tax, transportation tax and state sales tax. Do not include these taxes in your invoice. Exemption Certificate will be signed upon request.
11. Invoice or Invoices will not be paid until all item(s) on the Order are received in full, unless prior written approval by Buyer for partial payment has been made and is indicated on the face of the Order.
12. Seller shall email Invoice to the assigned Project Manager.

Standard Terms & Conditions



A proper invoice must include unique invoice number, Contractor number, Purchase Order number, and detailed description of goods and services. On Visa purchases, the Seller shall email the original receipt to the Buyer. Receipt shall indicate paid by Visa, the Buyers name, items purchased, quantity, and unit prices.

Conditions

1. **PRICE.** Unless otherwise specified in writing by the Buyer, prices shall be F.O.B. delivery point; shall be invoiced as specified herein; and shall include all customs duties and applicable taxes. If price is not stated in the Order, Seller agrees that goods or services shall be billed at price last quoted, or billed at prevailing market price, whichever is lower. Payment will be made only in accordance with this Agreement.
2. **QUANTITY.** The specific quantity ordered must be delivered in full and not be changed without the Buyer's prior consent in writing. Any unauthorized quantity received is subject to Buyer's rejection and return at Seller's expense. No allowances for trade practices will be accepted unless expressly agreed to by Buyer in writing.
3. **PACKING.** Seller will pay all charges for containers, crating, boxing, bundling or dunnage, unless otherwise stated in writing by Buyer. The Seller agrees to assume and pay all extra expenses accruing because of improper packing. This includes, but is not limited to, damage to items and cost of re-packing.
4. **DELIVERY.** Time is of the essence for the Order and this Agreement. Seller is hereby advised that Buyer may become liable to others if Seller fails to deliver goods and services of the quality and quantity specified herein, at the times specified herein. In addition to its other remedies for Seller's failure to make sufficient progress in the work to endanger timely delivery, Buyer may require Seller to ship the goods by any means of transportation Buyer specifies and any additional costs for such transportation services shall be paid by Seller. In addition to its other remedies for Seller's failure to deliver on time, Buyer may refuse to accept and pay for any late delivery of any goods or services. Seller shall bear the risk of loss or damage for all goods until actual receipt and acceptance thereof by Buyer. Goods shall be delivered free of all liens of third parties. Seller waives all rights in liens in any property arising from its performance under the Order and this Agreement.
5. **ASSIGNMENT.** Seller shall not delegate, sublet, or subcontract any duties nor assign any rights or claims under this Agreement, including the Order, without the prior express written consent of the Buyer. Failure to comply with the provisions in this paragraph shall affect, at the option of the Buyer, a cancellation of the Buyer's obligations hereunder. If Seller sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the Buyer within ten (10) days.
- 6a. **TERMINATION FOR CONVENIENCE.** Buyer shall have the right at any time to terminate or to suspend the Order, in whole or in part, for Buyer's convenience,

Standard Terms & Conditions



by mailing written notice to Seller. In the event of such termination or suspension, Buyer will make an equitable payment to Seller, provided that Seller is not then delinquent in its performance to Buyer, and Seller makes reasonable efforts to mitigate its performance after notice of such termination. In no event will such payment exceed the total price herein. Buyer may terminate or suspend the Order for its convenience whether or not the Agreement has been terminated or suspended by others.

6b. **TERMINATION FOR DEFAULT.** Buyer may, by written notice of default mailed to Seller, terminate this Agreement, including the Order, in whole or in part: (1) immediately, for failure of Seller to deliver the goods or to supply the services within the time specified herein; (2) for failure of Seller to perform any of the provisions of this Agreement, including the Order; or for failure of Seller to make sufficient progress in the work under this Agreement, including the Order, so as to endanger, in Buyer's sole opinion, the timely and proper performance of Buyer's contractual obligations to others; (3) because of defects in supplies, workmanship or quality, or because services or products furnished are not in accordance with approved samples or specifications issued in connection herewith, or if performance by Seller is prevented by causes beyond Seller's control, or if Seller fails to comply with the other terms and conditions of this Agreement, including the Order, or if Seller is bankrupt, insolvent or has a receiver appointed for it; or (4) immediately, if Seller has failed to perform, in whole or in part, under another Buyer Purchase Order, Contract, or agreement, which, in the sole opinion of the Buyer, places the Buyer in fear that Seller will not be able to perform under this Agreement. However, under (2) and (3) above, termination shall occur only after Seller's failure to cure such default within seven (7) days after Buyer sends notice to Seller.

7. **REJECTION.** Buyer shall have a reasonable period after receipt to inspect goods and services supplied and to reject (in whole or in part), or to retain (in whole or in part) subject to a claim for damages, such goods and services as are in its judgement defective. Goods so rejected and goods supplied in excess of quantities specified in the Order may be returned at Seller's risk and expense for credit or replacement at Buyer's option, and all handling and transportation expenses both ways shall be assumed by Seller. Payment for, or use of, any or all the goods or services supplied hereunder shall not constitute acceptance or waiver of defects by the Buyer. Nothing in this paragraph shall in any way limit Buyer's rights under Paragraph 9 (WARRANTY) herein.

8. **PATENTS.** Seller warrants that the use or sale of any of the goods supplied hereunder will not infringe any patents, United States or Foreign. Seller agrees to defend, protect, and hold harmless Buyer, its successors, assigns, customers, and users of its products, against all suits at law or in equity, and from all damages, expenses, claims, and demands for actual or alleged infringement of any patent by reason of the sale or use of the goods supplied hereunder or any part thereof.

9. **WARRANTY.** Seller warrants that all materials, equipment, and services furnished hereunder will conform to specifications, drawings, samples, or other description furnished or approved by Buyer; will be fit and sufficient for the purposes intended; will perform as specified herein; and will be free from defects



Standard Terms & Conditions

and merchantable. This warranty will run to Buyer, its successors and assigns, and to the Buyer's customers and users of the Buyer's products. Seller shall be liable to Buyer for all damages and expenses resulting from Seller's failure to make timely delivery of goods and services of the quantity and quality specified, whether or not Buyer rejects such goods and services, in whole or in part, or terminates the Order.

10. **CHANGES.** Buyer reserves the right at any time to change the Order in any particular manner with respect to the goods and/or services not yet shipped. If any such change shall increase Seller's cost of performance, Seller shall immediately notify Buyer thereof and an equitable adjustment in the price shall be made by written amendment to the Order.

11. **MERGER.** This Agreement, including the Order, is the entire agreement between Buyer and Seller as to the subject matter of the Agreement and Order. All modifications to this Agreement, including the Order, must be contained in a signed writing by both parties. Reference in the Order to Seller's quotation does not imply acceptance of any terms and conditions in such quotation. Any terms and conditions in such quotations that are in addition to or inconsistent with the terms and conditions contained in the Order shall not be part of this Agreement.

An acknowledgment by Seller which contains terms in addition to or inconsistent with the terms of this Agreement, including the Order, or a rejection of any term of this Agreement, shall be deemed to be a counteroffer to Buyer and shall not be binding upon Buyer unless specific acceptance thereof is made in writing to the Seller. However, performance by Seller, in the absence of written acceptance of such counter-offer by Buyer, shall be deemed to be performance in accordance with the terms of this Agreement, including the Order.

12. **LAW.** This agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce the Agreement, arising out of this Agreement, or related to this Agreement, shall be in St. Lucie County, Florida. The parties to this Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

13. **INDEMNIFICATION AND HOLD HARMLESS.** Seller agrees to indemnify, defend, and hold harmless, the Buyer, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Seller, agents, laborers, subcontractors or other personnel entity acting under Seller control in connection with the Seller's performance of services under this Agreement. To that extent, Seller shall pay any and all such claims and losses and shall pay any and all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful



Standard Terms & Conditions

termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the Buyer in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Seller shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Seller or any agent laborers, subcontractors, or employee of Seller regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Seller shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Seller on performance of these the Agreement. This indemnification shall survive the termination of this Agreement.

14. REMEDIES. The remedies herein reserved to Buyer shall be cumulative, and in addition to any remedies provided by law. No waiver of a breach of any provision shall constitute a waiver of any other breach, or of such provision, unless specifically agreed to by Buyer in writing.

15. FABRICATION. Unless specific delivery dates are provided in the Order, Seller shall not fabricate any of the supplies, covered by the Order, or procure any of the materials required in their fabrication, except to the extent authorized in written instructions forwarded to Seller by Buyer. Buyer shall have no responsibility for materials for which written fabrication and/or delivery instructions have not been provided. Buyer may from time to time change shipping schedules specified in the Order or contained in such written instructions, or direct temporary suspension of such scheduled shipments.

16. REPAIRS. Defective items at option of Buyer and upon notice to Seller will be repaired by Buyer or returned to Seller for repair, in either case, at Seller's risk and expense. Items that are rejected and returned are not to be replaced without the prior written permission of the Buyer. In the event that return of the equipment to Seller is not practical, Seller shall, at Buyer's request, make repairs at Buyer's location and at Seller's sole expense.

17. BAILMENTS. Any material furnished by Buyer (and not sold to Seller) in conjunction with this Order shall be deemed as held by Seller as a Bailee and Seller agrees to keep the same fully insured for the benefit of Buyer and to pay for all such material spoiled by it or not otherwise satisfactorily accounted for.

18. RIGHT OF SET-OFF. Buyer shall be entitled at any time to set off any sums owing by Seller to Buyer against sums payable by Buyer concerning the Order.

19. GENERAL. Shipment of any part of the goods or services to be supplied hereunder shall constitute acceptance of this Agreement, including the Order, and its terms and conditions. In the event of any inconsistency between the terms of this Agreement and Seller's acceptance, the terms of this Agreement shall govern. No portion of this Agreement may be modified or waived unless Buyer expressly consents in writing to each such change. No omission by Buyer to enforce any provision of this Agreement shall constitute a waiver of its rights to enforce any provision thereafter.

Standard Terms & Conditions



20. **ATTORNEY'S FEES.** Each party is responsible for its own attorney's fees for any action arising from or related to this Agreement. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

21. **SOVEREIGN IMMUNITY.** Nothing contained in this Agreement, including the Order, shall be deemed or otherwise interpreted as waiving the Buyer's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

22. **INSURANCE.** The Seller shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as Buyer's review or acceptance of insurance maintained by the Seller, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Seller under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the Buyer shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this Order, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

1. Workers' Compensation Insurance & Employer's Liability: The Seller shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Seller qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Seller shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire

Standard Terms & Conditions



Medical expense \$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the Buyer. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation, Employers' Liability, and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include [the Order Number] [the Order Name].**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the Buyer prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the Buyer is amended during the term of this Agreement to exceed the above limits, the Seller shall be required, upon thirty (30) days written notice by the Buyer, to provide coverage at least equal to the amended statutory limit of liability of the Buyer. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Seller shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Seller does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Seller to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: Seller shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Buyer reserves the right, but is not obligated, to review and request a copy of Seller's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Seller warrants that the retroactive date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an



Standard Terms & Conditions

Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Seller shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

6. **Cyber Insurance.** If the Order is related to computers, networks, technology systems, or any other type of information technology for which cyber insurance is applicable, then the Buyer additionally requires cyber insurance, including the following. Seller shall agree to maintain Cyber Liability in limits not less than \$1,000,000 Per Occurrence for direct loss, legal liability, and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the Buyer. Coverage shall apply on a primary and non-contributory basis.
7. **Waiver of Subrogation:** By entering into this Agreement, the Seller agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Seller shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
8. **Deductibles:** All deductible amounts shall be paid for and be the responsibility of the Seller for any and all claims under this Agreement. Where an SIR or deductible exceeds \$5,000, the Buyer reserves the right, but is not obligated, to review and request a copy of the Seller's most recent annual report or audited financial statement.

It shall be the responsibility of the Seller to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Seller to obtain Certificates of Insurance from all independent contractors and subcontractors listing the Buyer as an Additional Insured without the language, "when required by written contract." If the Seller, any independent contractors, and/or any subcontractors maintain higher limits than the minimums listed above, the Buyer requires and shall be entitled to coverage for the higher limits maintained by the Seller/independent contractor/subcontractor.

The Seller may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the Buyer shall be endorsed as an "Additional Insured."

The Buyer, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of

Standard Terms & Conditions



insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Seller to punctually deliver the required insurance certificates and other documentation may be cause for termination of the Agreement, including the Order.

22. E-VERIFY. In accordance with section 448.095, Florida Statutes, the Seller agrees to comply with the following:

a. Seller must register with and use the E-Verify system to verify the work authorization status of all new employees of the Seller. Seller must provide Buyer with sufficient proof of compliance with this provision before beginning work under this Agreement.

b. If Seller enters into a contract with a subcontractor, Seller must require each and every subcontractor to provide the Seller with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Seller shall maintain a copy of each and every such affidavit(s) for the duration of this Agreement and any renewals thereafter.

c. The Buyer shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.

d. Seller shall immediately terminate any contract with any subcontractor if Seller has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If Buyer has or develops a good faith belief that any subcontractor of Seller knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the Buyer shall promptly notify the Seller and order the Seller to immediately terminate the contract with the subcontractor.

e. The Buyer shall terminate this Agreement, including the Order, for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the Buyer terminates this Agreement under this section, the Seller may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the Buyer as a result of the termination of a contract.

f. The Buyer, Seller, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that any such cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

23. DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS. Seller certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to



Standard Terms & Conditions

a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

24. **COOPERATION WITH INSPECTOR GENERAL.** Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Seller understands and will comply with this statute.

25. **NON-EXCLUSIVITY.** Seller acknowledges and agrees that this Agreement, including the Order, is non-exclusive.

26. **CYBER SECURITY INCIDENT NOTIFICATION.** Seller shall notify Buyer within 24 – 48 hours of any validated cyber security incident that becomes a realized Cyber security event. “Cyber security incident,” shall mean any threat or attack on Seller’s IP, a breach in Seller’s security policy that does or could affect its confidentiality, integrity and/or availability, the unauthorized access or attempted access to Seller’s system or systems, security threat or attack, or any other event that does or could potentially put Buyer’s Data, security, information, or network at risk. Notice shall be provided by Seller by contacting Buyer at: (772) 344-4119 and/or email helpdesk@cityofpsl.com and City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: IT Department.

27. **COMPLIANCE WITH LAWS.** Seller shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at its own expense, secure and pay the fees and charges for all permits required for the performance of the Agreement. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Seller will comply with all requirements of 28 C.F.R. § 35.151.

28. **PUBLIC RECORDS.** Seller and any subcontractors shall comply with section 119.0701, Florida Statutes. Seller and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Seller in conjunction with this Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The Buyer is a public agency subject to chapter 119, Florida Statutes. Seller shall comply with Florida’s Public Records Law. **SELLER’S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to section 119.0701, Florida Statutes, Seller agrees to comply with all public records laws, specifically to:



Standard Terms & Conditions

Keep and maintain public records required by the Buyer in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the Agreement, the Seller 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 Buyer.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the Buyer. Seller's records under this Agreement include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.
4. Seller agrees to make available to the Buyer, during normal business hours all books of account, reports and records relating to this Agreement.
5. A contractor who fails to provide the public records to the Buyer within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the Buyer'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;

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 Agreement term and following completion of the Agreement if the Seller does not transfer the records to the Buyer;

Upon completion of the Agreement, transfer, at no cost to the Buyer, all public records in possession of the Seller, or keep and maintain public records required by the Buyer to perform the service. If the Seller transfers all public records to the Buyer upon completion of the Agreement, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Seller keeps and maintains public records upon completion of the Agreement, the Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Buyer, upon request from the Buyer's custodian of public records in a format that is compatible with the information technology systems of the Buyer.

IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

Standard Terms & Conditions



THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

29. **SCRUTINIZED COMPANIES.** By entering into this Agreement with the Buyer, Seller certifies that it and those related entities of Seller, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The Buyer may terminate this Agreement if Seller or any of those related entities of Seller, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it 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, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the Buyer reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the Buyer determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

30. **CODE OF ETHICS.** Seller warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and City Code of Ordinances, Section 9.14.

31. **POLICY OF NON-DISCRIMINATION.** Seller shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement. Seller shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

32. **SEVERABILITY.** The provisions of this Agreement shall be deemed severable and if any portion of the Agreement is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

Standard Terms & Conditions



33. AUDITS. The Seller shall establish and maintain a reasonable accounting system that enables the Buyer to readily identify the Seller's assets, expenses, costs of goods, and use of funds throughout the term of the Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Seller shall permit the Buyer's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Agreement kept by or under the control of the Seller, including, but not limited to, those kept by the Seller, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the Buyer during normal business hours at the Seller's office or place of business. The Seller shall not impose a charge for audit or examination of Seller's books and records. If an audit discloses incorrect billings or improprieties, the Buyer reserves the right to charge the Seller for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Seller's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the Buyer's findings to the Seller. Evidence of criminal conduct will be turned over to the proper authorities.

The Seller shall also ensure the Buyer has these rights with Seller's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Seller and any subcontractors, to the extent that those subcontracts or agreements relate to fulfillment of the Seller's obligations to the Buyer.