



**THIS CONTRACT** ("Contract") is between **CITIZENS PROPERTY INSURANCE CORPORATION** ("Citizens"), a legislatively created Florida governmental entity, having its principal place of business at 2312 Killlearn Center Blvd., Tallahassee, FL 32309, and **[VENDOR NAME]** or ("Vendor") having its principal place of business at **[VENDOR ADDRESS]**

On **[DATE]**, Citizens issued a Request for Proposal No.: 15-0021 for Supplemental Mobile Home Demolition Services (the "RFP"). The Vendor submitted a proposal ("Vendor's Proposal"), which was accepted and approved by Citizens. This Contract is a direct result of the terms set forth in the RFP and Vendor's Proposal.

In the event an ambiguity exists with regard to the construction of the terms of the Contract, the parties may reference the terms of the RFP and Vendor's proposal to seek to clarify the ambiguity. If the RFP and Vendor's proposal differ on the ambiguity in the Contract, the language in the RFP will take precedence. Under no circumstances will the RFP or Vendor's proposal be reformed to alter the plain meaning of this Contract.

Citizens and the Vendor enter into this Contract to provide Mobile Home Demolition Services ("Services"). Vendor will provide Services to include the demolition, removal and disposal of mobile homes, in support of Citizens Claims unit.

In consideration of the mutual promises and restrictions stated in this Contract, both Parties acknowledge and agree to the following:

### **SECTION 1 DEFINITIONS:**

As utilized in this Contract, the following terms have the following meaning:

- 1.1. **"Assignment"** – means an assignment from Citizens to Vendor to perform Services with respect to a particular Property
- 1.1 **"Catastrophe" or "Catastrophic Event"** – means a natural or unnatural event, occurring at any time, in which Citizens receives or anticipates receiving no less than 500 claims or which Citizens otherwise determines is a Catastrophe.
- 1.2 **Citizens' Contract Manager** - means Citizens' departmental representative who will be responsible for administrating the daily functions of the Contract for Citizens.
- 1.3 **"Firm Principal"**- means each qualified person owning more than a 5% interest in the Vendor firm.
- 1.4 **"On-Site Supervisor"**- means a member of Vendor Staff who is designated by Vendor to be the onsite supervisor and to act as the Vendor's main contact for a particular Assignment, and who must be present on the Property at all times during the provision of

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Services

- 1.5 “**Property**” -- means a mobile home and related property that is the subject of an Assignment under this Contract, to include the parcel of land on which the mobile home has been placed, and the proximate surrounding parcel of land exclusive to that mobile home
- 1.6 “**Vendor Staff**” – means any individual, including Vendor’s employees, agents, representatives or subcontractors, who provide Services under this Contract.

**SECTION 2  
TERM AND RENEWALS:**

- 2.1 Term of Contract. This Contract shall be effective upon the date on which the last party has executed the Contract, and shall continue through January 11, 2020. Unless otherwise specified, all times set forth in this Contract shall be based upon the time in Tallahassee, Florida.
- 2.2 Renewal. The parties agree that there is one (1), two (2) year renewal option to be exercised in writing at Citizens’ discretion. The Renewal Option is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties.

**SECTION 3  
SERVICE REQUIREMENTS:**

The Vendor shall provide experienced Vendor Staff to safely remove mobile homes and / or other property, at any location in the State of Florida as requested by Citizens. These Services shall include all deliverables as defined in this Contract.

- 3.1 Assignments. The Vendor shall perform the following mobile home demolition services, as required by Citizens from time to time in accordance with herein:
- A. Demolition - Systematic destruction of a mobile home structure as directed by Citizens, (“Demolition”).
  - B. Removal - Removal of all mobile home debris and remnants from a Property, (“Removal”).
  - C. Disposal - Proper and legal disposal of all mobile home debris in accordance with state and local laws, regulations and restrictions, (“Disposal”).

Citizens will provide Assignments on a rotating basis, (the “Assignment Rotation”), to Vendor and other vendor entities that have entered into a contract with Citizens for the services detailed herein, (each such vendor entity an “Assignee”, including Vendor).

Citizens will provide one Assignment to each Assignee sequentially until every Assignee has received one Assignment. The Assignment Rotation will then repeat itself by continuing through the same sequence of Assignees. The initial order of Assignees for the Assignment Rotation will be in accordance with the ranking of proposals from RFP 15-0021, with the highest ranking Assignee receiving the first Assignment.

In the event of a Catastrophe, Citizens may adjust assignment procedures at its discretion as necessary to ensure timely and efficient response to resulting claims. In such case, Citizens will return to the Assignment Rotation as soon as the Assignment Rotation is sufficient to ensure the timely delivery of services, as determined by Citizens pursuant to a weekly review of Catastrophe claims volume.

Vendor will not be included in the Assignment Rotation unless and until Vendor (i) submits a criminal background investigation report for each Firm Principal as set forth in Section 3.2.D., and (ii) attends a training session with Citizens as set forth in Section 4.4., and (iii) submits a certificate of insurance as set forth in Section 8.11.

Vendor may be excluded from the Assignment Rotation for failure to comply with the requirements of the contract.

Citizens does not guarantee, explicitly or implicitly, that the Vendor will receive any Assignments or any volume of Assignments during the term of this Contract.

3.2 Background Investigations: The Vendor shall conduct a criminal background check on all Vendor Staff.

A. All criminal background checks will be at the Vendor's expense and must be provided by a recognized, approved third-party provider of such reports. The criminal history report must include, at a minimum, all state and federal felony convictions, all state and federal misdemeanor convictions for the past 10 years, any conviction of any crime in violation of the Violent Crime Control and Law Enforcement Act of 1995, and any pending deferred adjudications of any of the above during the past 10 years. "Convictions" for purposes of this Contract includes adjudications of guilt, and guilty pleas or pleas of no contest or nolo contendere, regardless of whether adjudication was withheld. For each crime listed, the report must provide the date of charge, charge information, degree of charge, date of disposition and disposition.

B. The Vendor will not allow any Vendor Staff that has a felony criminal record to perform services for Citizens. The Vendor may however, allow an Vendor Staff with a misdemeanor criminal record to perform services for Citizens only upon disclosure to and written approval by Citizens' Contract Manager or designee. For misdemeanor convictions, Citizens' Contract Manager or designee will determine Vendor Staff eligibility using Citizens' Applicant Background Review Guide, hereto attached as Exhibit A. Citizens may modify the standards stated in the Applicant Background Review Guide in response to changing legal, regulatory or business requirements.

C. Licensing Standards: Vendor shall assume responsibility for licensing of Vendor Staff as required by the State of Florida. Vendor shall comply with all federal, state and local laws and regulations.

D. Firm Principals. Upon execution of the Contract, Vendor must provide a criminal background investigation report for each Principal in accordance with Section 2.6 of the RFP.

3.3 Standards of Conduct: Vendor shall ensure that a Vendor Staff member immediately ceases to provide Services to Citizens upon notice to the Vendor from Citizens that the Vendor Staff member has failed to meet one or more of the standards of conduct, provided below, as determined by Citizens ("Removal Notification"). Citizens has sole discretion to determine whether a Vendor Staff member has failed to meet one or more of the standards

of conduct. Citizens is not required to provide the Vendor with an advance warning prior to issuing a Removal Notification. Vendor's failure to adhere to the Removal Notification shall be a material breach of this Contract.

- A. Vendor Staff shall conduct work in a manner that is in compliance with industry codes;
- B. Vendor Staff shall refrain from carrying a weapon while working on behalf of Citizens; and
- C. Vendor Staff shall not use or be under the influence of impairing drugs, chemicals, or alcohol while at Citizens' site or at Citizens' policyholder's property.

3.4 Citizens' has the right to reject any of the Vendor's assigned Vendor Staff prior to Contract start or any time during the Contract term.

#### **SECTION 4 SERVICE LEVEL REQUIREMENTS:**

4.1 The Vendor will be responsible for ensuring the following:

- A. Vendor must designate an On-Site Supervisor for each Assignment. Vendor must communicate to Citizens the designated On-Site Supervisor for each Assignment prior to performing any Services on the Property, but in no case later than five (5) business days after receipt of the Assignment
- B. Vendor shall return all phone calls, voicemail, electronic communications and email within eight (8) business hours of receipt.
- C. When requested by Citizens, provide after hours, weekend and holiday service coverage.
- D. Within five (5) business days of receipt of an Assignment, Vendor is required to make contact with the insured or insured representative, and if applicable mobile home park office and/or local government code enforcement office, and must schedule and obtain approval for the completion of all required services. Within that five day timeframe, Vendor must also obtain and provide to Citizens any permits required by any governing jurisdiction in order to perform the Assignment within that jurisdiction, (the "Permit Documentation"). If a permit is not required to perform the Assignment, then within that same (5) business days, Vendor must provide Permit Documentation to Citizens that establishes that a permit is not necessary. In the event an insured informs the Vendor that they are not prepared to start or receive services, it is the Vendors responsibility to contact and notify Citizens immediately. This timeframe may be extended during a Catastrophe at Citizens' discretion.
- E. Within five business days after completion of an Assignment, Vendor shall submit a final report that sufficiently documents that Vendor has completed the Assignment in accordance with the terms of the Contract, (the "Final Report"). The Final Report must include, but may not be limited to, the Demolition Photos, the Permit Documentation, the Invoice, and log notes that document and detail (i) the dates on which Vendor performed Demolition, Removal, and Disposal; (ii) any pertinent communications with Citizens regarding the Assignment; and (iii) any additional costs and Citizens' approval for such additional costs, (the "Log Notes").

- F. Vendor shall schedule time to adequately inspect the Property,
- G. Vendor shall photograph each Property before Demolition and after Removal as set forth herein, ("the Demolition Photos"). Vendor must provide the Demolition Photos to Citizens in the form of still photographs, and in a digital format that meets Citizens' needs as determined by Citizens. Vendor will photograph in a manner that documents any and all cracks and other damages to the Property, including the foundation, prior to commencement of work.
  - i. Before Demolition and clean-up, Vendor will take four (4) photographs of the mobile home, one of each side; and
  - ii. After Removal and clean-up, Vendor will take photographs consisting of one (1) photograph from the front side of the Property facing towards the back side of the Property, and one (1) from the back side of the Property facing towards the front side of the Property, for a total of two (2) photographs. The two photographs must collectively show the entire Property at a resolution sufficient to confirm that the Assignment has been completed in accordance with the Contract.
- H. Vendor is required to immediately communicate to Citizens' all issues, problems or concerns while working on an Assignment.
- I. Vendor shall immediately refer all questions from a Citizens insured to Citizens' Contract Manager or designee; and
- J. Vendor shall work around any electrical or water lines without disruption. Vendor is not responsible for cut off of electrical or water lines. If any lines are damaged by the Vendor, Vendor must ensure that the lines are repaired in a timely manner and at no cost to Citizens.
- K. Vendor shall clear and remove all mobile home remnants and contents in accordance with the Assignment so Property is clean and clear of all debris.
- L. In most instances, Citizens shall not be responsible for removal of any concrete structures such as sidewalks, driveways, steps, stairs, concrete patios or gardens. However, if an insured, mobile home park entity, or the city or county require removal of any concrete, Vendor must contact Citizens' Contract Manager for instructions on how to proceed. In such case Vendor must proceed as directed by Citizens, and such services are included in the pricing per square foot set forth in the compensation section of the Contract. Damage to these items during removal will be the responsibility of the Vendor, and vendor must ensure that such items are repaired in a timely manner and at no cost to Citizens.
- M. Vendor shall not leave any dumpsters on the Property overnight;
- N. Vendor must always communicate with the mobile home park office for instructions and requirements and provide to them any appropriate paperwork, such as proof of insurance, prior to commencement of an Assignment;
- O. Vendor shall complete Removal during regular business hours or when otherwise permitted by the mobile home park.
- P. Vendor must have a valid Company e-mail address through which Citizens will request orders and receive invoicing photos and permits and any other pertinent information; and

- Q. Firm Principals, the Contract Manager, and all On-Site Supervisors must have an available cellular phone where they can be reached from the hours of 7:00 AM ET to 7:00 PM ET.
- R. Subcontractors: The use of sub-contractors is acceptable; however, each sub-contractor must be identified and approved in writing by Citizens Contract Manager prior to the sub-contractor beginning any work. Vendor must designate an On-Site Supervisor in all cases per the requirements of the Contract, including for Assignments that will involve subcontractors.

4.3 Professional Competence and Professionalism. All Vendor Staff are required to demonstrate the highest levels of professional competence and professionalism while performing work for Citizens or otherwise being associated with Citizens. Citizens' reserves the right at any time for any reason to require that a particular Vendor Staff be disallowed from performing services under this Contract.

4.4 Training: Vendors shall train Vendor Staff to perform their duties in a professional manner at all times and to provide superior services to Citizens' policyholders.

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Vendor must attend a training session with Citizens prior to receiving the first Assignment. Vendor shall be responsible for training Vendor Staff on all applicable Citizens' policies and procedures. Citizens will provide all applicable policies, procedures and training materials to be used during Vendor's training. Vendor must ensure the required training is completed by Vendor Staff prior to performing any Services.

4.5 Vendor Ethics. Vendor must not:

- A. Give a gift to a Citizens employee or member of Citizens Board of Governors;
- B. Have a relationship with a Citizens employee or Board member that qualifies as a conflict of interest unless an exception is granted; if an exception or interpretation is needed, Vendor will promptly contact Citizens' Human Resources Department. Any exception granted by Citizens must be in writing;
- C. Accept a gift for a Citizens policyholder that is, or could be interpreted to be, intended to influence the handling of the policyholder's claim, or could be interpreted as an expression of gratitude for such an act.

4.6 Material Breach of Service Levels. If Vendor fails to fully and satisfactorily provide or perform any service during the term of this Contract, such failure shall constitute a material breach of the Contract. If such breach is not cured within seven days after written notice is provided to Vendor, Citizens may immediately pursue all available remedies under this Contract.

4.7 Corrective Action Plan. Upon receipt of written notice from Citizens with respect to Vendor's failure to properly provide the services, or any aspect thereof, in accordance with the provisions of this Contract, Vendor shall, within ten (10) Days identify the cause of such failure; (2) provide Citizens with a written report detailing the cause of the failure and procedure for correcting such failure.

Thereafter, unless a different timeframe is agreed to by Citizens, within ten (10) business days, Vendor shall (3) implement such procedure so that the failure will not recur following the completion of the implementation of the procedure.

If performance deficiencies are not resolved to the satisfaction of Citizens within the prescribed time, and if no extenuating circumstances can be documented by the Vendor to Citizens' reasonable satisfaction, Citizens' at its discretion, may request a stop work order, issue corrective action or terminate the Contract. The determination of the extenuating or mitigating circumstances is the exclusive determination of Citizens.

**SECTION 5  
DELIVERABLES:**

- 5.1 Deliverable Materials. Citizens' will have the right, title and interest (including ownership of copyright) of all materials created during the performance of this Contract.
- 5.2 Deliverable Submission. The Vendor shall submit the following deliverables to Citizens' Contract Manager according to the requirements as outlined in the table below:

Deliverable	Requirement	Frequency
Return contact	The Vendor shall return all phone calls, voicemail, email written correspondence and / or pages to involved parties.	Within eight (8) business hours of receipt.
Schedule Removal	The Vendor shall make contact with the insured and the mobile home park office (if applicable) and schedule removal, as set forth in Section 4 of the Contract.	Within five (5) business days of receipt of Assignment.
Permit Documentation	The Vendor shall obtain and provide to Citizens any necessary permits, or documentation that establishes that a permit is not necessary, as set forth in Section 4 of the Contract	Within five (5) business days of receipt of Assignment.
Final Report, including the Invoice, Demolition Photos, Permit Documentation, and Log Notes	The Vendor shall submit the Final Report to Citizens' Contract Manager or designee, as set forth in Section 4 of the Contract	Within five (5) business days of completion of the Assignment, unless otherwise requested by Citizens' Contract Manager or designee in writing.
Certificate of Insurance, as specified in Section 8.11 of the Contract.	The Vendor shall provide hard copies of appropriate insurance certificates to Citizens' Contract Manager or designee.	Annually and prior to expiration date thereafter.
Contact Information Sheet	The Vendor shall provide a valid company email address and contact information for Vendor principals and On-Site Supervisors	Annually and as needed based on changes.

**Figure 1 – Deliverables Schedule**

Deliverable frequency or due dates may only be modified upon written agreement between both parties.

- 5.3 Deliverable Acceptance. Where the Contract requires the submission of deliverables to Citizens, mere receipt or a lack of response by Citizens shall not be construed to mean or imply acceptance of those deliverables. It is specifically intended by the parties that acceptance in writing of the required deliverables shall constitute a separate act. The submitted deliverables will be considered accepted once approved, in writing, by Citizens Contract Manager or designee. Citizens' reserves the right to reject deliverables as incomplete, inadequate, or unacceptable according to the parameters set forth in this Contract. Citizens, at its option, may allow additional time within which the Vendor may remedy the objections noted by Citizens.

## **SECTION 6** **COMPENSATION:**

- 6.1 Compensation. This services has been awarded to multiple vendors, Citizens will collectively reimburse the awarded vendors in an amount not to exceed that approved by Citizens Board of Governors. The individual vendor's amount will be determined by the Assignments made by Citizens.)

- 6.2 Compensation Schedule. Citizens will compensate Vendor for Services in accordance with the Table below. The prices identified therein are all inclusive and constitute the Vendor's sole compensation for Services. Per the table below, Citizens will compensate Vendor at cost for permits and inspection fees that are required by the city or county, ("Permitting"). Per the table below, Citizens will compensate Vendor at cost for additional fees incurred by Vendor for hazardous material disposal, ("Hazardous Materials Fee"), provided that Vendor obtains pre-approval in writing from a designated representative of Citizens' Claims Department.

[INSERT PRICING]

**Figure 3 – Compensation Schedule**

- 6.3 Invoices. The Vendor shall submit all requests for compensation for services or expenses in sufficient detail for a pre or post audit.
- A. All invoices for Mobile Home Demolition Services shall be submitted to Citizens' Accounts Payable department at Post Office Box 10749, Tallahassee, Florida 32302-2749, on a monthly basis and must include, at a minimum, the following:
- i. The contract number.
  - ii. The Vendor's name and address.
  - iii. The Vendor's Federal Employment Identification Number (FEIN).
  - iv. The deliverable or service for which compensation is being sought.
  - v. Citizens' Contract Manager's Name; and
  - vi. Demolition Photos, as indicated in Section 4.1.
  - vii. Photographs submitted with invoices shall be labeled with the Insured's name, claim number and side of exterior wall indicated.

**Deleted:** Citizens does not guarantee, explicitly or implicitly, that the Vendor will receive any work assignments or any volume of work assignments during the term of this Contract.

- viii. Invoices shall always contain legible notes entered in the Log Note section.
  - ix. Invoices and Fees should be fully completed and indicate any and all necessary required fees.
  - x. Invoices shall contain the claim number and name of the insured.
  - xi. All invoices shall be accompanied by the Permit Documentation; and
  - xii. Invoices must be submitted to Citizens' Contract Manager within five (5) days from completion of job..
  - xiii. The subject line of the e-mail with attached invoice shall contain the claim number, the service company name and date of the invoice.
- B. Citizens may require any other information from Vendor that Citizens deems necessary to verify any payment request placed under the Contract. Invoices that must be returned to a Vendor due to preparation errors will result in a delay in payment. Within thirty days of actual receipt of the invoice, Citizens will either return the invoice to Vendor for correction, or approve it and process it for payment.
- C. The Vendor shall submit a copy of the original, legible, signed, dated, page-numbered invoice to Citizens' Contract Manager named in Section 7.2.
- 6.4 Taxes. Citizens is a State of Florida legislatively created governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Citizens will not pay for any personal property taxes levied on Vendor or for any taxes levied on Vendor Staff wages.
- 6.5 Citizens' Travel Policy. If (and to the extent) that a Contract provides for Citizens to reimburse Vendor's travel expenses, Vendor has read and agrees to comply with Citizens' Vendor Travel Reimbursement Guidelines, as currently in effect and as amended in the future. All travel related expenses must be pre-approved in writing by Citizens' Contract Manager. The Vendor shall reimburse all Vendor Staff for travel expenses incurred in the performance of this contract, and Vendor shall submit a reimbursement request to Citizens in accordance with the travel guidelines.

**SECTION 7**  
**CONTRACT ADMINISTRATION:**

- 7.1 Contract Administrator. Citizens shall name a Contract Administrator during the term of this Contract whose responsibility shall be to maintain this Contract. All legal notices and contractual documents shall be sent to the Contract Administrator in addition to the Citizens' Contract Manager named below in Section 7.2. As of the effective date, the Contract Administrator is:

Lori Newman, Vendor Management Office  
2101 Maryland Circle  
Tallahassee, Florida 32303  
850-513-3795  
[lori.newman@citizensfla.com](mailto:lori.newman@citizensfla.com)

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

- 7.2 Contract Managers. Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the effective date, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Manager  
Joe Diaz  
Vendor Relationship Management  
Citizens Property Insurance  
7215 Financial Way  
Jacksonville, FL 32256  
904-407-0162  
joe.diaz@citizensfla.com

Vendor's Contract Manager  
NAME  
ADDRESS  
PHONE  
EMAIL

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

- 7.3 Monitoring. The Vendor shall continuously monitor and record its services to make sure they meet or exceed all contractual provisions outlined in this Contract. Vendor will be responsible for monitoring the demolition Services. The On-Site Manager must be present on the Property at all times during the provision of services. Citizens may continually or periodically monitor Vendor's performances to ensure that the services provided meet or exceed the service standards. Vendor's failure to meet or exceed these service standards may result in a request for corrective action or termination, in accordance with the contract.

Citizens may conduct programmatic and other administrative contract monitoring during each calendar year. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations under this Contract are being met and fulfilled, and may include but is not limited to: on site visits, report reviews, services review, invoices review, deliverables review, compliance reviews, and a review of any other areas reasonably necessary.

- 7.4 Execution in Counterparts. This Contract may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
- 7.5 Modification of Terms. This Contract may only be modified or amended upon mutual written Contract of Citizens and Vendor. No oral Contracts or representations shall be valid or binding upon Citizens or Vendor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against Citizens. Vendor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment. Citizens' acceptance of product or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- 7.6 Vendor's Records. Vendor shall retain Vendor's records for the longer of three years after the expiration of the Contract or the period required by the General Records Schedules maintained by Citizens' Records Management and Records Request Policy. Citizens' follows the GS1-SL state schedule for records retention.

- 7.7 Right to Audit Records. Citizens, and other government entities as required by law such as the State of Florida Auditor General, shall have the right to review and audit any of Vendor's records related solely to this Contract, upon reasonable written notice of at least three (3) business days. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this section. Any entity auditing pursuant to this section shall execute a non-disclosure agreement with regard to Vendor's proprietary information, unless precluded from doing so by law. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Contract which results in termination for cause or in regulatory or criminal penalties in connection with performance of the Contract. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses and expert witness and documentary fees. Vendor shall not be responsible for any costs of investigations that do not result in termination for cause or in regulatory or criminal penalties in connection with performance of the Contract.
- 7.8 Public Records. Vendor acknowledges that Citizens is subject to Chapter 119, Florida Statutes, Public Records Requests ("PRR"), and to subsection 627.351(6)(j), Florida Statutes; therefore, any information provided to Citizens may fall within the disclosure requirements of Chapter 119, Florida Statutes. Subsection 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the provisions of section 119.07(1) Florida Statutes and section 24(a), Article I of the State Constitution. Vendor must clearly label and mark each page or section of information provided to Citizens in connection with this Contract that it considers proprietary information or otherwise confidential or exempt from Chapter 119, Florida Statutes and section 24(a), Article I., State Constitution ("Vendor's Confidential Information").
- A. If Citizens receives a PRR or request from any regulatory or legislative entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing, or electronically. The parties agree (to the extent permitted by law) that Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor's Confidential Information, the parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the Court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is confidential or exempt from disclosure or production pursuant to Chapter 119, Florida Statutes, then Vendor shall be solely responsible for defending its position, or seeking a judicial declaration. Nothing in this Contract shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to indemnify and hold harmless Citizens for any award, damages, fines, fees, penalties or impositions of whatsoever nature or kind and all costs and fees, including attorney's fees, incurred by Citizens in connection with this section.
- B. In accordance with section 119.0701, Florida Statutes, Vendor is a "Contractor" and must:
1. Keep and maintain public records that ordinarily and necessarily would be required by Citizens in order to perform the service subject to the Contract.
  2. Provide the public with access to public records on the same terms and conditions that Citizens would provide the records and at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to Citizens all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Citizens in a format that is compatible with the information technology systems of Citizens.

If Vendor receives a PRR that is in any way related to this Contract, Vendor agrees to immediately notify Citizens' Custodian of Records and forward the PRR to Citizens' Custodian of Records for logging and processing. Citizens' Custodian's of Records email address is: [Recordsrequest@citizensfla.com](mailto:Recordsrequest@citizensfla.com). Citizens shall be the party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements.

Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Chapter 119, Florida Statutes.

- 7.9 Dispute Resolution. Vendor acknowledges that Citizens is not an agency for purposes of the Florida Administrative Procedure Act, Chapter 120, Florida Statutes. Prior to commencing any litigation relating to the terms of the Contract, the parties agree that they will attempt to resolve any dispute through non-binding mediation. The parties agree that, if a disagreement arises as to the terms or enforcement of any provision of this Contract, each party shall in good faith attempt to resolve the disagreement and exhaust all applicable administrative remedies prior to the filing of a lawsuit or commencing a legal action.

### **SECTION 8 ADDITIONAL TERMS AND CONDITIONS:**

- 8.1 Termination without Cause. By thirty (30) days advance written notice, Citizens may terminate the Contract in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of the Contract will be thirty (30) days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). After the Termination Date Vendor shall not furnish any new product or services, except as the Parties agree is necessary to complete the continued portion of the Contract. Vendor shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages.
- 8.2 Termination for Cause. Either party may terminate the Contract in whole or in part if the other party fails to honor its material obligations. Except as otherwise provided herein, before terminating the Contract, the party that believes the other party is failing to comply with the Contract shall notify the other, in writing, of the nature of the failure to perform and provide a reasonable time certain for correcting the failure (such time should not generally be less than ten (10) days from receipt of the notice). If the other party does not correct its failure to perform within the time provided, and its failure is not legally excusable, the party claiming failure to perform may thereafter notify the other, in writing, that it

considers the other in default and may terminate the Contract, in whole or in part. Vendor shall continue work on any work not terminated.

8.3 Suspension of Work. Citizens may, in its sole discretion, suspend any or all activities under the Contract or purchase order, at any time, when it is in the best interests of Citizens to do so. Citizens shall provide Vendor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Vendor shall comply with the notice and shall not accept any additional work. Within ninety days, or any longer period agreed to by Vendor, Citizens shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) validly terminate for convenience the Contract or purchase order as specified in Section 8.1 of this Contract. Suspension of work shall not entitle Vendor to any additional compensation.

8.4 Duties upon Termination. Upon termination or expiration of this Contract for whatever reason, Citizens may, at its discretion, require Vendor:

- A. To continue to provide services as specified in this contract for indications previously assigned to Vendor and upon closure of all assigned indications, require Vendor to immediately return to Citizens all files, documentation and information, including all Citizens property or supplies; or
- B. Immediately cease providing any services under this Contract for indications previously assigned to Vendor and immediately return to Citizens all files, documentation and information, including all Citizens property and supplies.

In any event, upon completion of Vendor's services, Vendor shall return or destroy all copies of Citizens' Confidential Information, as defined in this Contract, in its possession.

Vendor shall have an obligation to discharge its duties upon termination, regardless of the reason for the termination of this Contract.

8.5 Security and Confidentiality. Vendor agrees and acknowledges that certain information disclosed by Citizens to Vendor in the course of this Contract is confidential and exempt from the Florida Public Record Laws contained in Chapter 119, Florida Statutes, and may contain other sensitive or proprietary information. Both parties further agree that this information, together with any data and documentation, including all nonpublic personal information such as to be subject to the provisions of Section 627.351(6), Florida Statutes, and Chapter 690-128, Florida Administrative Code, and further including, without limitation, all information, data, and documentation related to manuals, lists, policyholder information, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, and business, governmental, and regulatory matters of Citizens are confidential ("Citizens' Confidential Information"). Vendor shall not disclose or use Citizens' Confidential Information, other than to carry out the purposes for which Citizens disclosed the information to Vendor. Vendor agrees to exercise a high level of care sufficient to protect Citizens' Confidential Information, documents, files, system programs, or data in any form from unauthorized disclosure. The sale, disclosure, duplication, or unauthorized use of this information is grounds for immediate termination of the Contract as a Material Breach. This provision shall not apply to documentation, information or material that: (1) is publicly available through no fault of Vendor; or (2) Vendor developed independently without relying in any way on Citizens' Confidential Information. This section shall survive the termination or expiration of the Contract, regardless of the reason for termination or expiration. To ensure confidentiality, Vendor

shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this provision shall survive the Contract.

The Vendor acknowledges and agrees that Citizens will suffer irreparable harm and that monetary damages will not be adequate to compensate Citizens, in the event that the Vendor fails to comply with the terms of the Contract and, specifically, the provisions of this section. Accordingly, in addition to any other remedies available to it at law or in equity, Citizens shall be entitled to injunctive relief to enforce the provisions of this section and the Contract.

As a Vendor of Citizens, Vendor agrees to implement and maintain appropriate safeguards to: (1) ensure the security and confidentiality of customer information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this section, it will immediately inform Citizens of such inability and such inability on Vendor's part will serve as justification for Citizens' termination of this Contract at any time after the inability becomes known to Citizens.

- 8.6 8.6 Encryption of Mobile Devices. Vendor shall prohibit the removal of portable computing and storage devices such as laptops, Blackberries, diskettes, cell phones, USB flash drives, CDs, and portable disk drives (collectively referred to as "Mobile Devices") that contain Citizens' Confidential Information from Vendor's secure offices unless Citizens' Confidential Information is encrypted using a strong cryptographic protocol that is consistent with industry standards. In addition, files containing Citizens' Confidential Information are not to be remotely downloaded on Mobile Devices or on publicly accessible systems such as Internet kiosks.
- 8.7 Unauthorized Disclosure. The sale, disclosure, or unauthorized use of any of Citizens' Confidential Information by the Vendor or any third party who receives Citizens' Confidential Information from the Vendor, will constitute a material breach of this Contract and may be grounds for immediate termination of this Contract by Citizens. Pursuant to section 817.5681, Florida Statutes, if Vendor maintains computerized data that includes personal information on behalf of Citizens, Vendor shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than ten (10) days following the determination, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.
- 8.8 Disclosure to Others. Vendor acknowledges and agrees that any Citizens' Confidential Information disclosed to, or acquired by, it is disclosed and/or acquired solely for the purposes of facilitating the provision of the services to be rendered by the Vendor for and on behalf of Citizens. Vendor shall restrict access to this Citizens' Confidential Information to those individuals who will actually perform services under this Contract. Vendor shall be solely responsible for informing any individual with access to Citizens' Confidential Information, including, but not limited to, its officers, directors, agents, employees and independent contractors, of the provisions of this section and shall be responsible for any acts of those individuals and entities that violate such provisions. Vendor will notify Citizens as soon as possible of any misuse or misappropriation of Citizens' Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly.

8.9 Maintenance of Citizens' Confidential Information. During the term of this Contract, and after its termination for any reason, Citizens shall have the right to request in writing and receive either the immediate return or the immediate destruction from the Vendor of any tangible records, documents, e-mails, computer files, CDs, disks, hard drives, and any other tangible item that contains, represents, or otherwise includes any of Citizens' Confidential Information. In addition, Citizens shall have the right, during the term of this Contract and after its termination, to request that the Vendor permanently delete and destroy any Citizens' Confidential Information contained in any computers, hard drives, servers or other data storage systems of the Vendor.

8.10 Indemnification. Vendor shall be fully liable for the actions of its agents, employees, partners, or subcontractors, and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, and employees, from suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Vendor, its agents, employees, partners, or subcontractors, provided, however, that Vendor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Citizens.

Further, Vendor shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Citizens' misuse or modification of Vendor's products or Citizens' operation or use of Vendor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in Vendor's opinion, is likely to become the subject of such a suit, Vendor may at its sole expense procure for Citizens the right to continue using the product or to modify it to become non-infringing. If Vendor is not reasonably able to modify or otherwise secure Citizens the right to continue using the product, Vendor shall remove the product and refund Citizens the amounts paid in excess of a reasonable rental for past use. Citizens shall not be liable for any royalties.

Vendor's obligations under the preceding two paragraphs of this section with respect to any legal action are contingent upon Citizens giving Vendor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Vendor's sole expense, and (3) assistance in defending the action at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by Citizens in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.

8.11 Required Insurance Coverage. During the term of this Contract, Vendor will maintain at its sole expense the following insurance, purchased from an insurer licensed to transact business in the state of Florida:

- A. Workers' Compensation policies which provide coverage for Vendor's employees or independent contractors' employees, regardless of the state of hire, in at least the minimum statutory limits required by the state of Florida, and Employers' Liability with limits of \$1 million;
- B. Commercial General Liability with minimum limits of \$1 million per occurrence (to include contractual liability on a blanket basis for liability assumed hereunder) and

\$2 million in the aggregate; Citizens shall be named as additional insured in the Commercial General Liability policy;

- C. Umbrella/excess general liability and auto liability insurance with minimum limits of \$1 million in the aggregate;
- D. Automobile Liability with combined single limits of not less than \$1 million per accident;
- E. Subcontractor must maintain and provide proof of the same coverage limits listed above.

Upon execution of this Contract, the Vendor must provide to Citizens a current in-force certificate of insurance evidencing the above coverage limits and subsequent certificates prior to their expiration. Vendor further agrees that it will maintain insurance to cover any indemnity obligation that it has assumed under this Contract. All policies will include provisions that the insurers waive the rights of recovery or subrogation against Citizens. Citizens shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of the Vendor. All policies shall require ninety (90) calendar days prior written notice to Citizens of cancellation or change in any coverage.

- 8.12 Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 8.13 Compliance with Laws. Vendor will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's duties or responsibilities under this Contract. Vendor is responsible for assuring that all persons who perform services for Vendor under this Contract are properly licensed and that such individuals comply with all applicable laws governing their conduct.
- 8.14 Liability of Vendor. Vendor will be solely responsible for and will assume liability for damages caused by the acts, errors or omissions of the Vendor personnel. Nothing in this Contract shall be deemed to waive Citizens' immunity as set forth in section 627.351(6), Florida Statutes, and elsewhere in the law.
- 8.15 Assignment/Subcontracting. Vendor may not assign or subcontract its rights or obligations without first obtaining the written permission of Citizens, which such permission will not be unreasonably withheld or delayed.
- 8.16 Jurisdiction and Venue. This Contract shall be deemed to have been made in the State of Florida and shall be subject to, and governed by, the laws of the State of Florida, and no doctrine of choice of law shall be used to apply any law other than that of the State of Florida. Each party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Leon County, Florida, for all purposes under this Contract, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. The parties also agree to waive any right to jury trial.
- 8.17 Headings. The sections and headings herein contained are for the purposes of identification only, and shall not be considered in construing this Contract.
- 8.18 Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website and social media to indicate that it is a participating or

contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a “preferred,” “approved,” “awarded,” “selected” or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in disciplinary action, up to and including contract termination. Vendor may only use the approved Citizens logo, which is available for download at: <https://www.citizensfla.com/about/mediareources.cfm>.

- 8.19 Waiver. The delay or failure by a party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the party’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 8.20 Entire Contract. This Contract and any and all exhibits, schedules and enclosures attached hereto, each of which is incorporated into this Contract by this reference, constitute and embody the entire Contract and understanding of the parties with respect to the subject matter hereof, and ‘supersede any prior or contemporaneous Contracts or understandings with respect to the subject matter hereof.
- 8.21 Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 8.22 Warranty of Ability to Perform. Each party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the party’s ability to satisfy its Contract obligations.
- 8.23 Successors and Assigns. This Contract shall inure to the benefits of, and be binding upon, the successors and assigns of the parties hereto, but only as permitted under this Contract.
- 8.24 Force Majeure. Because of the nature of Citizens business, Citizens requires that certain services be performed during or immediately after catastrophic events, which might otherwise be considered forces majeure. Therefore, force majeure will not constitute an excuse for non-performance by Vendor as this contract is considered and designated as an essential contract to Citizens’ operations.

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

**CITIZENS PROPERTY INSURANCE  
CORPORATION**

**TROPICAL DEMOLITION INC.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

TYPED NAME

TYPED NAME

TITLE

TITLE

DATE SIGNED

DATE SIGNED

SIGNATURE

VENDOR FEDERAL EMPLOYER  
IDENTIFICATION NUMBER

TYPED NAME

TITLE

DATE SIGNED

**Exhibit A  
Applicant Background Review Guide**

<b>Felony Offenses</b>	<b>Not eligible.</b>				
Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Affray or Unlawful Assembly		Not Eligible	Eligible	Not Eligible	Not Eligible
Assault		Not Eligible	Eligible	Not Eligible	Not Eligible

Alcohol Possession by Person Under 21		Eligible	Eligible	Eligible	Not Eligible
Battery (Not Involving Domestic Violence)		Not Eligible	Eligible	Not Eligible	Not Eligible
Battery Involving Domestic Violence		Not Eligible	Eligible	Not Eligible	Not Eligible
Battery of or threatening a law enforcement officer or public official in the performance of his/her duties		Not Eligible	Eligible	Not Eligible	Not Eligible
Carrying a concealed weapon/firearm		Not Eligible	Eligible	Not Eligible	Not Eligible
Computer Crimes		Not Eligible	Eligible	Not Eligible	Not Eligible
Contributing to the Delinquency or Dependency of a Child	Not Eligible				
Criminal Mischief or Vandalism		Not Eligible	Eligible	Not Eligible	Not Eligible
Cruelty to Animals		Not Eligible	Eligible	Not Eligible	Not Eligible
Dealing in Stolen Property valued at Less than \$300		Not Eligible	Eligible	Not Eligible	Not Eligible
<b>Over the Internet</b>					
Discharging Firearm in Public		Not Eligible	Eligible	Not Eligible	Not Eligible
Driving or Boating Under the Influence		Not Eligible	Eligible	Not Eligible	Not Eligible
Driving While License Suspended or Revoked		Not Eligible	Eligible	Not Eligible	Not Eligible
Failure to Pay Taxes		Not Eligible	Eligible	Not Eligible	Not Eligible
No Drivers License or Violation of License Restrictions		Not Eligible	Eligible	Not Eligible	Not Eligible
Disorderly Conduct, Disorderly Intoxication,		Eligible	Eligible	Eligible	Not Eligible

Breach of Peace, Disruption of School Board Meeting					
Failure to Control or Report Dangerous Fire		Not Eligible	Eligible	Not Eligible	Not Eligible
False Personation or Impersonation of Law Enforcement Officer	Not Eligible				
False Reports to Law Enforcement/ False Fire Alarms	Not Eligible				
Firearms or Weapons Offenses		Not Eligible	Eligible	Not Eligible	Not Eligible
Fireworks Possession or Discharge		Eligible	Eligible	Eligible	Not Eligible
Fish and Game (Hunting) Violations		Eligible	Eligible	Eligible	Not Eligible
Fraudulent Misrepresentation of Academic degree	Not Eligible				
Gambling or Unlawful Betting		Eligible	Eligible	Not Eligible	Not Eligible
Indecent Exposure		Not Eligible	Eligible	Not Eligible	Not Eligible
Inhalation of harmful Chemical Substances to Induce Intoxication		Not Eligible	Eligible	Not Eligible	Not Eligible
Insurance Crimes (Unfair Claim Settlement Practices, Twisting, or Churning)	Not Eligible				
Unnatural and Lascivious Acts, or	Not Eligible				
Loitering or Prowling		Not Eligible	Eligible	Not Eligible	Not Eligible
Obstruction by Disguised Person		Not Eligible	Eligible	Not Eligible	Not Eligible
Perjury When Not in Official Proceeding	Not Eligible				

Possession or Delivery of Under 20 Grams of Marijuana		Not Eligible	Eligible	Not Eligible	Not Eligible
Possession of Drug Paraphernalia		Not Eligible	Eligible	Not Eligible	Not Eligible
Prostitution Related Offenses		Not Eligible	Eligible	Not Eligible	Not Eligible
Pornographic Display of Material to Minors	Not Eligible				
Prescription Drug Offenses		Not Eligible	Eligible	Not Eligible	Not Eligible
Reckless Driving or Reckless Operation of a Vessel		Not Eligible	Eligible	Not Eligible	Not Eligible
Resisting an Officer (or Arrest) Without Violence		Not Eligible	Eligible	Not Eligible	Not Eligible
Sale, Importation, or distribution of controlled substances (drugs); or possession for sale, importation or distribution		Not Eligible	Eligible	Not Eligible	Not Eligible
Stalking	Not Eligible				
Tampering With Motor Vehicles or Trailers		Not Eligible	Eligible	Not Eligible	Not Eligible
Theft, Petit Theft, or Retail Theft/Shoplifting	Not Eligible				
Trespass		Not Eligible	Eligible	Not Eligible	Not Eligible
Unlawful Interception or Reception of Law Enforcement Frequencies		Not Eligible	Eligible	Not Eligible	Not Eligible
Unlawful placing, throwing, or discharging a bomb		Not Eligible	Eligible	Not Eligible	Not Eligible
Unlawful Reception of Cable Services		Not Eligible	Eligible	Not Eligible	Not Eligible
Voyeurism	Not Eligible				

Worthless Checks or Stopping Payment with Intent to Defraud of Less than \$150		Not Eligible	Eligible	Not Eligible	Not Eligible
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\*Combination – a combination of any of the misdemeanor offenses listed on the review guide or other non-listed misdemeanors.

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