

**AGREEMENT FOR MUNICIPAL CONSTRUCTION AND UTILITY  
EQUIPMENT, ACCESSORIES, PARTS, AND SERVICE  
Agreement No. 5073**

This Agreement for Municipal Construction and Utility Equipment, Accessories, Parts, and Service (the "Agreement") effective this 1<sup>st</sup> day of April 2021 (the "Effective Date") between the **City of Tallahassee**, a municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Ring Power Corporation**, a Florida profit corporation (the "Vendor"), whose principal place of business is 500 World Commerce Pkwy., St. Augustine, FL 32092. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

**1. DEFINITIONS.** Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. "*Equipment and Services*" means the on and off road municipal construction and utility equipment, including all equipment, accessories, parts, service, training, and supplies necessary to support these products in the Agricultural, Industrial Constructions, and Utility categories sought in City Solicitation RFP-130-20-KM and more fully described in its Section 3, Scope of Work/Specifications. Equipment and Services does not mean Rental Equipment which will be addressed in another contract document.

B. "*Purchase Order*" means the purchase order commitment for Equipment and Services made by the City through a Purchase Order and made subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. "*Agreement Documents*" are the City Solicitation RFP-130-20-KM, its associated Scope of Work/Specifications and any associated addenda, the Vendor's Solicitation Response dated October 8, 2020, including any associated addenda and pricing sheets, the Purchase Order, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.

## 2. ORDERS.

A. City Solicitation RFP-130-20-KM sought multiple vendors for Equipment and Services. Although the City plans to order needed Equipment and Services under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place orders at all. The City reserves the right to order from other government contracts and/or government association contracts when deemed in the best interest of the City. Orders under this Agreement will be initiated, at the sole discretion of the City, by submitting a request for quote and build sheet (if applicable) to the Vendor(s) who can best fulfill the needs of the City.

B. Upon receipt of the quote and build sheet, the City and the Vendor agree to discuss production schedules, product availability, and due dates prior to ordering Equipment and Services through a City Purchase Order. **The Vendor's quote should be dated and reference the Agreement Number.**

## 3. PURCHASES MADE BY OTHER PUBLIC AGENCIES.

A. With the consent and agreement of the Vendor, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Such purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of 0.5 % of the total purchase price for such purchases. The Vendor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other local, state, or national governmental agencies, political subdivisions, or other public entities to the City. Should any such purchases by other local, state, or national governmental agencies or political subdivisions be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to [kathy.crum@talgov.com](mailto:kathy.crum@talgov.com). The subject line of the email should **reference Reporting Administrative Fee - Agreement No. 5073** with a copy of the purchase order attached to the email.

(2) The Vendor shall remit all administrative fees no later than ten (10) calendar days after the end of each fiscal quarter to the following address:

Fleet Management Admin  
400 Dupree Street  
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5073 referenced** on the check. For questions, please contact:

Fleet Administration  
(850) 891-5241

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

#### **4. PRICES AND PAYMENT.**

A. Prices. The City agrees to pay the Vendor for Equipment and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's price lists shall be updated accordingly based on current year pricing.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Equipment and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented in this Agreement either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City, or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid amount shall bear interest from 30 days after the due date at the rate of 1% per month on the unpaid balance.

(1) Disputes. In the event a dispute occurs between the Vendor and the City, the Parties shall

attempt to settle the dispute informally and in good faith prior to instituting formal legal action. If the dispute is resolved in favor of the Vendor, interest shall begin to accrue as of the original date the payment became due.

(2) Proper Invoice. Invoices may be submitted via E-mail to:

[invoices@talgov.com](mailto:invoices@talgov.com) with a copy to [fleetadmin@talgov.com](mailto:fleetadmin@talgov.com) or by mail to:

City of Tallahassee - Accounts Payable – City Hall

300 S. Adams Street, Box A-28

Tallahassee, Florida 32301-1731

with a copy of the original invoice identified as a “copy” submitted to:

City of Tallahassee - Fleet Management Administration

400 Dupree Street

Tallahassee, Florida 32304

Any invoice or payment request which is received by the City must conform to the following requirements and contain the information listed below:

- a. The invoice must be in compliance with the terms of this Agreement;
- b. The invoice must be an original invoice;
- c. The invoice must not be under dispute;
- d. Include the authorizing City Purchase Order and/or Agreement number on the invoice;
- e. The invoice must be dated;
- f. Include the number of the invoice to facilitate identification;
- g. Include the name and address of the Vendor; and provide the remittance address for payment, if different;
- h. Include the Purchase Order or Schedule line item number, including a description, quantity, unit of measure, unit price, and extended price of the item;
- i. Include the terms of any prompt payment discount offered; and
- j. Include Vendor’ Federal Identification Number (if applicable).

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

**5. DELIVERY, INSPECTION, AND ACCEPTANCE.**

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Equipment or Services to determine whether such Equipment or Service meets all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Equipment or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Equipment or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Equipment or Services in the time frame listed on the quote, the Vendor and City agree to discuss and confirm in writing, a mutually acceptable time frame. In the event delivery of the Equipment or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Equipment or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Equipment or Services FOB to:

City of Tallahassee- Fleet Management  
400 Dupree Street  
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

- a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
- b. Temporary registration and tag (when applicable);
- c. All manuals (electronic & paper Copy);
- d. All warranty certifications;
- e. Original Invoice;
- f. A copy of pre-delivery service report;
- g. A copy of applicable equipment specifications; and
- h. A copy of build sheet or documentation that verifies what components are included on the equipment being delivered.

**6. WARRANTY.**

The warranty becomes effective when the Equipment or Services is put into use by the City, or at a maximum of thirty (30) days after delivery, whichever occurs first.

**7. TERM.**

A. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years (the "Initial Term").

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for one (1) five (5) year extension (the "Extension"). The Vendor and the City must agree to extend the Agreement no later than thirty (30) days prior to the expiration of the Initial Term of the Agreement.

**8. TERMINATION.**

A. Termination for Cause. If the Vendor fails to fulfill any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under this Agreement or to terminate this Agreement, in whole or in part, wholly at the City's discretion.

B. Termination for Convenience. Additionally, the City shall have the right to terminate this Agreement for convenience, in whole or in part, upon 90-day notice, without the Vendor being in default thereunder. In the event of termination for convenience, the City shall pay the Vendor (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties.

C. Termination Process. Termination shall be effected by (i) delivery of written notice to the Vendor from the City specifying whether termination is for default or convenience, (ii) providing detail as to the extent to which services under this Agreement are to be terminated, and (iii) specifying the date upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts

that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for damages suffered from the default resulting in termination of the Agreement, but only after the Vendor is provided prior written notice of such default and an opportunity to cure the defect within thirty (30) days of receipt of such notice. Such withholding of funds shall only be applicable to the specific transaction in which the default occurred and shall be reasonably calculated to compensate the City for damages directly suffered because of the Vendor's material breach of the Agreement.

**9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.** The City may apply the following financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy the performance deficiencies within thirty (30) days following the receipt of written notice of such deficiencies from the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or \$1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited.

**10. LIQUIDATED DAMAGES.**

A. If the Vendor fails to provide the Equipment or Services within the time specified in this contract, or any extension, and fails to cure such deficiency within thirty (30) days following the receipt of written notice of such deficiency from the City, the Vendor shall pay to the City as fixed, agreed, and liquidated damages, the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1500.00 per month.

B. Alternatively, if delivery or performance is so delayed, the City may terminate this Agreement in whole or in part under the Termination provision in this Agreement and, in that event, the Vendor may be liable for (i) reimbursement to the City for reasonable costs spent to procure the Equipment or Services from another vendor, or (ii) for a fixed, agreed, and liquidated damages accruing until the time the City may reasonably obtain delivery or performance of similar Equipment or Services.

C. The Vendor shall not be charged with liquidated damages when the delay in delivery or

performance arises out of causes beyond the control and without the fault or negligence of the Vendor.

**11. INDEMNIFICATION.** The Vendor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) (collectively "Claims") but only to the extent such Claims are directly caused by any breach of contract, act, or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

**12. AVAILABILITY OF FUNDS.** City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

**13. NOTIFICATION OF INSOLVENCY.** In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.



**14. CHOICE OF LAW AND VENUE.** All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, or concerning, this Agreement between the Parties, shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

**15. REMEDIES.** No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**16. ENFORCEMENT COSTS.** In any legal action or proceeding brought for the enforcement of this Agreement or due to an alleged dispute, breach, default, or misrepresentation under the Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorney's fees, court costs and all expenses, including taxes, incurred in that action or proceeding, in addition to any other relief to which such Party may be entitled.

**17. NO WAIVER; SEVERABILITY; SECTION HEADINGS.** No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement, and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties' expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the "drafting" party.

**18. RELATIONSHIP BETWEEN THE PARTIES.** The Vendor and the City acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

**19. NOTICES.** All notices required to be given under this Agreement shall be given in writing and sent to the following:

For the City:

Attn: Fleet Management Director  
400 Dupree Street  
Tallahassee, FL 32304  
with a copy via email to:  
[fleetadmin@talgov.com](mailto:fleetadmin@talgov.com)

For the Vendor:

500 World Commerce Pkwy  
St. Augustine, Florida 32092  
with a copy via email to:  
[ted.gerrell@ringpower.com](mailto:ted.gerrell@ringpower.com)

All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, or other mutually agreeable mechanism.

**20. ASSIGNMENT.** Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

**21. PUBLIC RECORDS.** The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining

confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at:**

City Treasurer-Clerk  
(850) 891-8130  
[records@talgov.com](mailto:records@talgov.com)

Mailing Address:  
City Hall  
300 S. Adams Street  
c/o Records Division, Box A-31  
Tallahassee, Florida 32301

**22. SUBCONTRACTORS.** Subcontractors are not allowed under this Agreement.

**23. FORCE MAJEURE.** Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and which prevents that party from performing its obligations under a contract. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than thirty (30) days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

**24. INSURANCE COVERAGE.** Prior to commencing work, the Vendor shall procure and maintain, at the Vendor's own cost and expense, throughout the Term of the Agreement, the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. Commercial General/Umbrella Liability Insurance. \$1,000,000 limit per occurrence for

property damage and bodily injury. The Vendor should indicate whether the coverage is provided on a claims-made or, preferably, on an occurrence basis. The insurance shall include coverage for the following:

- \* Premise/Operations;
- \* Explosion Collapse and Underground Property Damage Hazard (only where applicable to the project);
- \* Products/Completed Operations;
- \* Contractual;
- \* Independent Contractors;
- \* Broad Form Property Damage; and
- \* Personal Injury.

B. Business Automobile/Umbrella Liability Insurance. \$1,000,000 limit per accident for property damage and personal injury, including coverage for:

- \* Owned/Leased Autos;
- \* Non-owned Autos; and
- \* Hired Autos.

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Commercial General Liability and Automobile Liability Coverage.

- \* The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not

contain special limitations on the scope of protection afforded the City Insureds.

- \* The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
- \* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- \* Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

F. All Coverage.

- \* Each insurance policy shall name the City as an additional insured.
- \* Should any of the above described policies be cancelled before the expiration date thereof, the Vendor or its insurance company will mail written notice to the certificate holder/City according to the cancellation notification requirements in Florida law.
- \* If the Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a breach of the Agreement. The City, at its sole option, after providing thirty (30) days' prior written notice to the Vendor outlining the breach, may terminate this Agreement and obtain damages from the Vendor resulting from said breach.
- \* Alternatively, after providing thirty (30) days' prior written notice to the Vendor outlining the breach, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Vendor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Vendor.

G. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, **with a ninety (90) days' prior written notice to the Vendor and the right to terminate the Agreement without being in breach**, the Vendor shall reduce or eliminate such deductibles or self-insured retentions as respects the City Insureds; or the Vendor shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

H. Acceptability of Insurers. Insurance is to be placed with Florida insurers rated B+X or better by A.M. Best's rating service.

I. Verification of Coverage. The Vendor shall furnish the City with certificates of insurance and with original endorsements providing evidence of required coverage. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on the Vendor's behalf. The certificates and endorsements must be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

**25. SOVEREIGN IMMUNITY.** Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

**26. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures, whether digital or encrypted, of the Parties have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**27. ORDER OF PRECEDENCE.** In the event of any inconsistency between any provisions of the Agreement and its associated documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

A. This Agreement, and any written attachments and future written Amendments.

- B. City Solicitation RFP-130-20-KM, including all addenda.
- C. Vendor's Response to the City's Solicitation.

**28. E-VERIFY.** All Contractors and Subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- A. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
- B. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

The Contractors and Subcontractors hereby acknowledge and agree to adhere to the provisions of Section 448.095, Florida Statutes, as amended from time to time. Failure to comply with Section 448.095, Florida Statutes, will result in termination of the contract, the Contractor will not be awarded another City contract for at least one (1) year from the date of contract termination, and the Contractor will be liable for any additional costs incurred by the City as result of the contract termination.

**29. ENTIRE AGREEMENT.** This Agreement, including its attachments and associated documents, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum, or amendment of this Agreement shall be binding unless executed in writing by both Parties. Any provisions that purport to add, delete, or modify any provisions of this Agreement in any City form of purchase order, quotation, acknowledgment, or other forms or purchase documents supplied by the City shall be ineffective and void ab initio. In the event of any conflict between any terms of this Agreement and any terms of any attachment, the terms of this Agreement shall supersede, govern, and control to the extent of the inconsistency.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

**CITY OF TALLAHASSEE**

By:   
Raoul Lavin (May 25, 2021 13:58 EDT)  
Reese Goad, City Manager

JS  
JS

Attest:

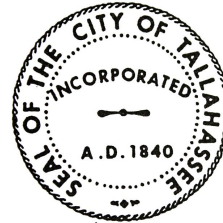
By:   
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By:   
Kellie Scott for (Jun 3, 2021 11:38 EDT)  
Cassandra K. Jackson, City Attorney

**RING POWER CORPORATION**

By:   
Jay Lusk (May 25, 2021 12:58 EDT)  
Print Name: Jay Lusk  
Title: Ass. Governmental Sales Manager







# Routing Memo

To: Procurement  
Veronica McCrackin  
Keith Milton  
Antwan Pennywell

City Attorney's Office  
Cassandra K. Jackson  
Kellie Scott

Treasurer Clerk's Office  
Cindy Dickinson

From: Kathy Crum - ext. 5229

Date: May 24, 2021

Re: Agreement No. 5073 – Ring Power Corporation

---

This document has been reviewed by Kellie Scott and the Vendor. Please have it placed in AdobeSign to be routed for final signatures.

Vendor Contact Information:  
[Jay.Lusk@RingPower.com](mailto:Jay.Lusk@RingPower.com)

Please contact me with questions.  
Thank you.

**Signature:** *Jeffery Shepard*

**Email:** jeffery.shepard@talgov.com