

**COOPERATIVE (PIGGYBACK) PURCHASE
CONTRACT BETWEEN DESOTO COUNTY,
FLORIDA AND RING POWER CORPORATION**

DESOTO COUNTY, Florida, pursuant to Section 4.10.1 of the DeSoto County Purchasing Manual, now desires to enter into a Cooperative Purchase Contract (Piggyback) with **RING POWER CORPORATION**, Florida Corporation with FEI No. 59-0934246 ("Contractor") to provide the new GENERATOR equipment, including installation services, and removal/disposal of existing generator and automatic transfer switch equipment to DeSoto County Fire Station #2 located at 8789 SW CR761, Arcadia, FL 34266 (the "Services"), as more particularly set forth in the Contractor's Quote No. JM31475834-25, attached hereto as Exhibit "A", and Contractor's Quote No. 149700-1, attached hereto as Exhibit "B", both under the same terms and conditions as the Contract between Sourcewell, a State of Minnesota local government unit and service cooperative and the Contractor, Contract Number 92222 CAT, as amended, made available through Sourcewell (the "Contract"), which can be found at <https://www.sourcewell-mn.gov/cooperative-purchasing/092222-cat> and is incorporated by reference into this contract, with a date of expiration of November 22, 2027, which Contract resulted from a competitive procurement, RFP No. 92222

DeSoto County has reviewed the Contract and the Contractor's Quotes, and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such Services to DeSoto County under the same price(s), terms and conditions as the referenced Contract above. All references in the Contract between the parties shall be assumed to pertain to and are binding upon Contractor and DeSoto County. All references in the Contract to "Sourcewell" shall be substituted with "DeSoto County, Florida".

Venue; Governing Law. The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this Contract or the contract shall be the appropriate state court in DeSoto County, Florida, in any such action, Florida law shall apply.

Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Contract." In the event of a conflict between the terms of this Contract and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- A. First Priority: Base Contract;
- B. Second Priority: The Sourcewell Contract;
- C. Third Priority: Exhibit "A," Quote No. JM 31475834-25, and Exhibit "B" Quote No. 149700-1

Public Records. Contractor shall comply and shall require all of its subcontractors to

comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide access to the County a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

(3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and

(4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

If Contractor upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating performance under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

Employment Eligibility and Mandatory Use of E-Verify. As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.

b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.

Convicted and Discriminatory Vendor Lists, and Scrutinized Companies. Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to

§215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

Agreed, accepted and consented to the __day of _____, 2025.

ON BEHALF OF

RING POWER SYSTEMS, GENERATOR SALES CENTRAL FLORIDA

Signature

Print Name

Title

Date

ATTEST: _____ DESOTO COUNTY, FLORIDA

County Administrator as the
Clerk to the BOCC

J.C. Deriso, Chairman BOCC

Date