



VENDOR NAME, Piggyback Contract (ORIGINAL JURISDICTION)
(PBA XX/XX-XXX) Provision Of TYPE OF GOODS/SERVICES

The City of Sanford, Florida, a Florida municipal corporation (hereinafter referred to as the “City”) enters, on the last date entered in the signature blocks below, this “Piggyback” Contract (hereinafter referred to as the “Contract”) with **VENDOR NAME**, a **TYPE OF ENTITY**, (hereinafter referred to as “XXXXX”), whose principal address is **XXXXX**, and whose mailing address is **XXXXX**, under the terms and conditions hereinafter provided. The City and **XXXXX** may be collectively referenced herein as the “Parties.”

The City and **XXXXX** agree as follows:

1. The Purchasing Policy for the City of Sanford allows for “piggybacking” contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The Parties agree that **XXXXX** has entered into a contract with the **ORIGINAL JURISDICTION** said contract being identified as “**NAME OF CONTRACT WITH PROCUREMENT NUMBER**,” as said contract may have been amended, relating to the provision of **TYPE OF GOODS/SERVICES** (said original contract documents being referred to as the “Original Government Contract”).

2. The Original Government Contract is incorporated herein by reference and is attached as Exhibit “A” to this Contract. All of the terms and conditions set out in the Original Government Contract are fully binding on the Parties and said terms and conditions are incorporated herein; provided, however, that the City will negotiate and enter work orders/purchase orders with **XXXXX** in accordance with City policies



and procedures for particular goods and services. All pricing shall be F.O.B., City Hall, City of Sanford, with most favored nation pricing.

3. Notwithstanding the requirement that the Original Government Contract is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the Original Government Contract as applied to this Contract between **XXXXXX** and the City, as follows:

- a. Insurance Requirements of this Contract: Certificate(s) are to be provided by **XXXXXX** naming City as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by **XXXXXX** in accordance with Exhibit "B" attached hereto.
- b. For other provisions of the Original Government Contract that will be modified see the City's website, which can be reached at: www.SanfordFL.gov with particular regard to when the Original Government Contract is silent as to a term or condition which matter needs to be clarified. The Parties shall also be bound by the purchasing policies and procedures of the City as well as the controlling provisions of Florida law. Work orders shall be used, in accordance therewith, in the implementation of this Contract to the extent deemed necessary by the City in its sole and absolute discretion.
- c. Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, **XXXXXX** agrees that it shall send notices, invoices and shall conduct all business with the City to the attention of City Manager, at: City of Sanford, 300 North Park Avenue; Sanford, Florida 32771. The City Manager's designated representative for this Contract is:

Marisol Ordoñez
Purchasing Manager
City of Sanford Finance Department
Purchasing Division
300 North Park Avenue
Sanford, Florida 32771
Phone: 407.688.5000, extension 5028
Email Marisol.ordonez@sanfordfl.gov

- d. Notwithstanding anything in the Original Government Contract to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between the Parties arising out of this Contract shall be in Seminole County, Florida in the Court of appropriate jurisdiction. The laws of the State of Florida shall control any dispute between the Parties arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.
- e. Notwithstanding any other provision in the Original Government Contract to the contrary, there shall be no arbitration with respect to any dispute between the Parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction located in Seminole County, Florida, with the Parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
- f. All the goods and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency.
- g. **XXXXX** understands that Chapter 119, *Florida Statutes*, relating to public records shall be applicable to this Contract and acknowledges review of, and adherence to, the following disclosures from the City:
- I. **IF THE CONTRACTOR/ **XXXXX** HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (**XXXXX**'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, MMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FL 32771, TRACI.HOUCHIN@SANFORDFL.GOV.**
 - II. In order to comply with Section 119.0701, *Florida Statutes*, public records laws, **XXXXX** must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - B. Provide the public with access to public records on the same terms and conditions that the City 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.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of XXXXX 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 the City in a format that is compatible with the information technology systems of the City.
- III. If XXXXX does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Contract.
- IV. Failure by XXXXX to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Contract by the City. XXXXX shall promptly provide the City with a copy of any request to inspect or copy public records in possession of XXXXX and shall promptly provide the City with a copy of XXXXX's response to each such request.
- h. XXXXX, in the event of any ambiguity in the contractual relationship between XXXXX and the City, shall comply with all "Standard Contractual Terms and Conditions," as provided on the City's website, which website can be reached and accessed, as well as said terms and conditions reviewed, at: www.SanfordFL.gov



i. All other provisions in the Original Government Contract are fully binding on the Parties and will represent the agreement between the City and **NAME OF OFFICER**

4. This Contract shall be effective as of the date of execution of this Contract by, or on behalf of, the City.

5. The below signatories represent and affirm that they have the legal authority and right to enter into this Contract and bind the party for whom they are executing this Contract to the terms and conditions herein set forth.

Attest: **VENDOR NAME, a TYPE OF ENTITY.**

By: _____
NAME OF OFFICER OR WITNESS
TITLE OF OFFICER

By: _____
NAME OF OFFICER
TITLE OF OFFICER
Date: _____

Attest: **CITY OF SANFORD, a Florida municipal corporation**

By: _____
Traci Houchin, MMC, FCRM
City Clerk

By: _____
Art Woodruff
Mayor
Date: _____

Approved as to form and legal sufficiency.

By: _____
William L. Colbert
City Attorney



Exhibit "A"

[Attach Original Government Contract]

SAMPLE



EXHIBIT "B"

INSURANCE REQUIREMENTS

(1) **XXXXX** shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City unless the bid documents exclude or include certain types of insurance coverage or the level of coverage:

- (a) Workers Compensation/Employer Liability: **XXXXX** shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$3,000,000 for Employer's Liability.
- (b) Comprehensive General Liability: **XXXXX** shall provide coverage for all operations including, but not limited to, contractual, products, complete operations, and personal injury. Commercial General Liability is to include premises/operations liability, products and completed operations coverage, and independent vendor's liability or owner's and vendor's protective liability. The limits will not be less than \$2,000,000 Combined Single Limit (CDL) or its equivalent.
- (c) Comprehensive Automobile Liability: **XXXXX** shall provide complete coverage for owned and non-owned vehicles for limits not less than \$2,000,000 CSL or its equivalent.
- (d) Professional Liability: **XXXXX** shall provide coverage for all professional services performed. The limits will not be less than \$2,000,000 CSL or its equivalent.
- (e) Sex Abuse Liability: **XXXXX** shall provide coverage with limits not less than \$1,000,000 CDL or its equivalent.

(2) All insurance other than Workers Compensation to be maintained by **XXXXX** shall specifically include the City as an additional insured.

(3) For additional insurance requirements reference is made to the requirements shown in the City's contract terms and conditions for all city procurements (www.SanfordFL.gov).