

CITY OF DUNEDIN PURCHASE ORDER TERMS & CONDITIONS

- 1. ACCEPTANCE/ENTIRE AGREEMENT** – This Purchase Order contains the terms and conditions applicable to Vendor and the City of Dunedin (“City”). Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by these Terms and Conditions. The City and Vendor shall not be bound by additional provisions at variance herewith that may appear in Vendor’s quotation, acknowledgement in force, or any other communication from Vendor to the City unless such provision is expressly agreed to in writing signed by the City and Vendor. For any conflict between Vendor’s quotation and the Terms and Conditions of this Purchase Order, the Terms and Conditions of this Purchase Order will prevail and govern.
- 2. MODIFICATION** – This Purchase Order may only be modified or amended upon mutual written agreement of the City and Vendor. No oral agreements or representations shall be valid or binding upon the City or Vendor. No alteration or modification of these Purchase Order Terms and Conditions by Vendor, including substitution of product, shall be valid or binding against the City. Neither party may unilaterally modify the terms of this Purchase Order 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, etc.) or by incorporating such terms onto the order, fiscal forms or other documents forwarded by Vendor for payment. The City’s acceptance of goods, services, or processing of documentation on forms furnished by Vendor shall not constitute acceptance of the proposed modification to terms and conditions. No modification or waiver of terms of this Purchase Order shall be binding unless in writing, signed by the City Manager or his/her delegee, or approved by the City Commission if this Purchase Order exceeds the City Manager’s purchasing authority, and confirmed by execution thereof by an authorized representative of Vendor.
- 3. QUALIFICATION** – Vendor must qualify as a legal active federal assigned operating Seller (W-9).
- 4. PURCHASE ORDER NUMBER** – The Purchase Order Number must appear on all packing slips, invoices, and all correspondence relating to the Purchase Order. The City will not be responsible for goods delivered without a Purchase Order Number.
- 5. INVOICING** – Invoices must be mailed to the City’s accounts payable address, which is indicated on the face of the Purchase Order. Any other address will result in a processing delay. Payments shall be made pursuant to Florida’s Local Government Prompt Payment Act, sections 218.70 through 218.80, Florida Statutes, as may be amended. Invoices must state the Purchase Order Number, unit price(s), extension(s), total, and the ship to address.
- 6. PRICES** – This Purchase Order may not be filled at a higher price than last charged or quoted unless authorized in writing by the City. All deliveries and prices are F.O.B. destination unless otherwise specified and agreed to by the City in writing. The City will pay not freight or express charges, except by previous written agreement. If specific purchase is negotiated on the basis of F.O.B. shipping, Vendor is to prepay shipping charges and add to the invoice. Delivery must be made within the time stated on the Purchase Order failing which the City reserves the right to cancel the Purchase Order and purchase elsewhere. In case of default by Vendor, the City may procure the articles and services covered by this Purchase Order from other sources and hold Vendor responsible for any excess expense occasioned thereby. Vendor warrants and represents that the price charged for the goods and services covered by this Purchase Order are the lowest price charged by Vendor to entities of a class similar to the City under conditions similar to those specified in this Purchase Order and the prices comply with applicable government regulations in effect at time of quotation, sale, or delivery.
- 7. DISCOUNTS** – Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for the City to withhold payment without losing discount privileges. Discount privileges will apply from the date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.
- 8. DELIVERIES** – In the event of failure to deliver material of the quality or within the time specified, the City may cancel the Purchase Order and buy elsewhere. Failure of the City to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any. Time is of the essence in the filling of this Purchase Order. No delays in shipment of material or rendition of services will be permitted except as authorized by the City in writing. Vendor shall notify the City at once of an anticipated delay. Excessive or unusual transportation charges caused by Vendor’s inability to deliver by specified date and in specified quantities shall be charged back to Vendor. The City’s reserves the right to cancel this Purchase Order if the foregoing is not complied with. In the event of cancellation pursuant to this clause, the City may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Vendor shall be liable to the City for any excess cost.
- 9. PACKING AND SHIPPING** – All goods shall be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges shall be paid by the City for preparation, packing, crating, or cartage unless separately stated in the Purchase Order. All

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shipments to be forwarded on one day to one address shall be consolidated and shipped to ensure lowest transportation charge. the City's count or weight shall be final and conclusive on shipments.

- 10. INSPECTION** – Materials shall be received subject to the City's right to inspect and test all materials at destination before acceptance. Goods rejected due to inferior quality or workmanship will be returned to Vendor with charge for transportation both ways, plus labor, loading, packing, etc., and are not to be replaced except upon receipt of written instructions from the City. Vendor shall also pay all costs of inspecting and testing of materials which are rejected.
- 11. ACCEPTANCE** – Payment for the goods covered by this Purchase Order shall not constitute acceptance thereof. Shipment of any part of this Purchase Order without written acceptance constitutes Vendor's acceptance of this Purchase Order and its conditions. Acceptance of this Purchase Order will be unqualified, unconditional and subject to and expressly limited by the terms and conditions hereon. The City and Vendor will not be bound by additional provisions at variance herewith that may appear in the Vendor's quotation, acknowledgment in force, or any other communication from Vendor to the City unless such provision is expressly agreed to and confirmed in writing by the City through an amendment to these terms and conditions by the City. For any conflict between Vendor's quotation and the terms and conditions of this Purchase Order, the terms and conditions of this Purchase Order will prevail and govern.
- 12. VARIATION IN QUANTITY** – The City assumes no liability for material produced, processed, or shipped in excess of the exact quantity specified in the Purchase Order.
- 13. RISK OF LOSS** – Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered which may occur prior to delivery. Such loss, injury, or destruction will not release Vendor from any obligation to the City.
- 14. FORCE MAJEURE** – Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party; provided however, Force Majeure shall not include COVID-19 or any variant thereof or a pandemic related thereto. For the avoidance of doubt, Force Majeure shall also not include (1) financial distress or the inability of either party to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a party's financial inability to perform its obligations hereunder. The obligations of the party affected by the event of Force Majeure (the "Affected Party") shall be suspended, to the extent that those obligations are affected by the event of Force Majeure, from the date the Affected Party first gives notice in respect of that event of Force Majeure until cessation of that event of Force Majeure (or the consequences thereof). The Affected Party shall use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Purchase Order. Upon the cessation of the event of Force Majeure, the Affected Party shall promptly give notice to the other party of such cessation. If an event of Force Majeure shall continue for more than thirty (30) consecutive calendar days, then the other party shall have the right to terminate this Purchase Order without penalty.
- 15. COMPLIANCE WITH APPLICABLE LAWS** – Vendor warrants that all applicable laws and regulations of government authority regarding the materials and/or services specified herein, including but not limited to the production, sale and delivery thereof, have been and will be complied with and shall indemnify and save the City harmless from and against any liability or loss resulting from Vendor's failure to do so.
- 16. TAX EXEMPTION** – The City is tax exempt. If Vendor prepays transportation charges, Vendor should not pay tax as the City will not reimburse Vendor for the taxes paid. The Florida State Sales Tax Exemption Number for the City is noted on the front of this Purchase Order. The Federal Excise Tax Exemption Number is available by contacting the City's Purchasing Agent with the Finance Department.
- 17. WARRANTIES** – In addition to all warranties implied by fact or law, established by statute or common law, or set forth elsewhere in this Purchase Order, Vendor expressly warrants that all material and services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by the City, and shall be of best quality and fit and sufficient for the purpose for which purchased, and merchantable, of good material and workmanship and free from all patent and latent defects. The City's failure to give notice to Vendor of any breach of warranty shall not discharge Vendor's liability thereof. Without limiting the foregoing, Vendor agrees to be responsible for all defects in design, workmanship, and materials which may become apparent within twelve months of receipt by the City. All warranties, together with all other service warranties of Vendor, shall run to the City. All warranties shall survive inspection, test, acceptance of and payment by the City. In the event of breach of warranty, the City may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the City. In the event that Vendor is unable to correct or replace the same, the City, at its elect, may

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correct or replace the same and Vendor shall reimburse the City for the full cost of making such correction or replacement. All UCC implied and expressed warranties are incorporated into the Purchase Order and Vendor shall transfer all warranties to the City.

18. **INQUIRIES** – Any inquiries relative to this Purchase Order should be directed to the City’s Purchasing Agent withing the Finance Department.
19. **INTELLECTUAL PROPERTY** – Vendor, in accepting this Purchase Order, agrees to assume liability for and indemnify, hold harmless and defend the City, its public officials, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees and experts’ fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of the City’s violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with City’s licensing of any software, hardware, uploads or downloads delivered to the City pursuant to this Purchase Order and such obligation shall survive acceptance of the goods and payment thereof by the City.
20. **PERMITS/LICENSES** – Vendor is responsible for obtaining and maintaining any permits and licenses necessary to complete the work covered by this Purchase Order, at its own expense, prior to starting any work under this Purchase Order and throughout the term of this Purchase Order.
21. **HEADINGS AND SECTIONS** – The headings and section references in this Purchase Order are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.
22. **CITY PREMISES** – If this Purchase Order requires Vendor services on the City’s premises Vendor and all Vendor’s representatives, agents, contractors, suppliers, and the like shall be subject to all safety rules, laws, and regulations, and Vendor shall be solely responsible for ensuring such compliance and the City has no authority to direct the means and methods of such compliance. Vendor shall keep all materials and premises free from any lien for materials and labor incident to the performance of this Purchase Order.
23. **ASSIGNMENT** – Any assignment of the work to be completed, in whole or in part, or any other interest under this Purchase Order, without the City's written consent, except an assignment confined solely to monies due or to become due, is void. It is expressly agreed that any assignment of monies will be void to the extent that it attempts to impose upon the City an obligation to the assignee additional to the payment of monies, or to preclude the City from dealing solely and directly with Vendor in all matters pertaining to this Purchase Order, including the negotiation of amendments or settlements of amounts due. Such consent will not relieve Vendor from its obligations and liabilities under this Purchase Order.
24. **REMEDIES** – Vendor and City will have all remedies afforded by Florida law and the Uniform Commercial Code (UCC).
25. **INDEMNIFICATION** – The parties recognize that Vendor is an independent contractor. Vendor agrees to assume liability for an indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Vendor, its officers, employees, agents, and representatives. Vendor’s liability hereunder shall include all attorney’s fees and costs made by the employees of Vendor against the City and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination, cancellation or expiration of this Purchase Order and shall not be limited by the amount of any insurance required to be obtained or maintained under this Purchase Order. Notwithstanding anything contained in this Purchase Order to the contrary, this indemnification provision will not be construed as a waiver of any immunity to which the City is entitled or the extent of any limitation of liability pursuant to Section 768.28 of the Florida Statutes. Furthermore, this provision is neither intended to nor will be interpreted as limiting or in any way affecting any defense the City may have under Section 768.28 of the Florida Statutes or as consent to be sued by third parties. The City does not agree to indemnify, hold harmless or defend Vendor whatsoever.
26. **INFRINGEMENT OF PATENTS, TRADEMARKS OR COPYRIGHTS** – Vendor, in accepting this Purchase Order, represents and warrants that the products and services provided do not infringe on patent, trademark, copyright or any other intellectual property of any third party, and agrees to assume liability for and indemnify, hold harmless and defend the City, its mayor, commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of Vendor's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with Vendor's licensing of any software, hardware, uploads or downloads delivered to the City pursuant to this Purchase Order and such obligation will survive acceptance of the goods and/or services and payment by the City.

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- 27. ATTORNEY'S FEES** – Should the City be forced to retain an attorney to enforce any provisions of this Purchase Order, or engage in any litigation over this Purchase Order, the City shall be entitled to recover its reasonable attorneys' fees, costs, charges, and expenses expended or incurred in pursuit of all such claims at every level, including pre-suit, pre-trial, trial, and appeal and including any litigation over entitlement to or amount of attorneys' fees and costs owed.
- 28. INSURANCE** – Vendor shall maintain insurance acceptable to the City in full force and effect throughout the term of this Purchase Order. The City further reserves the right to require Vendor name the City as an additional insured under any insurance policy and to require that the City be provided a certificate of insurance evidencing the required insurance, all in the City's sole discretion.
- 29. SEVERABILITY** – If any section, subsection, sentence, clause, phrase or portion of these Terms and Conditions are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect the validity of the remaining portion of this Purchase Order.
- 30. FISCAL NON-FUNDING** – In the event sufficient budgeted funds are not available for payment to Vendor for a new fiscal period, the City will notify Vendor of such occurrence and this Purchase Order shall terminate on the last day of the current fiscal period without penalty or expense to the City.
- 31. OCCUPATIONAL SAFETY AND HEALTH ACT** – Vendor represents that all goods and services sold or furnished to the City hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder (herein collectively called "OSHA Requirements"), and Vendor agrees to indemnify and hold harmless the City against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by the City as a result of any violation of or noncompliance with any OSHA Requirements caused or contributed to by the failure of such goods or services to so comply. Vendor further certifies that, if the material, equipment, etc. delivered is subsequently found to be deficient in any OSHA Requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by Vendor. In accordance with OSHA Hazardous Communications, it is Vendor's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at the time of delivery.
- 32. VENUE AND APPLICABLE LAW** – This Purchase Order and its associated Terms and Conditions will be construed by, interpreted in accordance with, and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action or other proceeding arising out of, or relating to, this Purchase Order will be exclusively in the Sixth Judicial Circuit in and for Pinellas County, Florida for state actions and solely in the United States District Court for the Middle District of Florida, Tampa Division for federal actions.
- 33. E-VERIFY** – Vendor shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Purchase Order. Vendor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Vendor. Vendor may not enter into a contract with a subcontractor to perform work under this Purchase Order unless and until the subcontractor registers with and uses the E-Verify system. If Vendor enters into a contract with a subcontractor to perform work under this Purchase Order, Vendor must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor must maintain copies of all such affidavits for the duration of this Agreement. City may terminate this Agreement for cause if City determines that Contractor or Contractor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. City will terminate this Purchase Order for cause if City has a good faith belief that Vendor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but City determines that Vendor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, City will notify Vendor as such, and Vendor must immediately terminate Vendor's contract with said subcontractor. If this Purchase Order is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Purchase Order by the City and may not be considered as such; (b) Vendor may not be awarded a public contract for at least 1 year after the date on which the Purchase Order is terminated; and (c) Vendor is liable for any additional costs incurred by the City as a result of the termination of the Purchase Order. Vendor agrees that Vendor does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.
- 34. NONDISCRIMINATION** – During the performance of this Purchase Order, Vendor agrees as follows: (i) Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

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compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. (ii) Vendor will furnish all information and reports required by the City and will provide on request evidence to substantiate compliance with non-discrimination clauses of this Purchase Order. (iii) In the event of Vendor's noncompliance with the clauses of this Purchase Order or with any of such rules, regulations, or orders, this Purchase Order may be canceled, terminated, or suspended in whole or in part, and the Vendor may be declared ineligible for any future City Purchase Order.

- 35. PUBLIC ENTITY CRIMES/SCRUTINIZED COMPANIES** – By accepting this Purchase Order, Vendor is confirming that neither Vendor nor its subcontractors have been placed on the convicted vendors list or the discriminatory vendor list as described in sections 287.133 and 287.134, Florida Statutes, as may be amended. Additionally, by engaging in business with the City, Vendor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time Vendor submitted its quote and/or proposal for this Purchase Order, as of the effective date of this Purchase Order, and as of the effective date of any renewal of this Purchase Order. Notwithstanding anything contained in this Purchase Order to the contrary, the City may terminate this Purchase Order immediately if: (1) Vendor is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, section 287.135, Florida Statutes, as may be amended.
- 36. CODE OF ETHICS** – Section 112.313 of the Florida Statutes provides the ethical standards for City personnel, and unethical conduct by others including bidders and vendors is grounds for debarment.
- 37. TERMINATION** –The City reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this Purchase Order. The City reserves the right to terminate the Purchase Order in whole or in part for default if Vendor fails to perform in accordance with any of the requirements of the Purchase Order, or Vendor becomes insolvent or suspends any of its operations, or if any petition is filed or proceeding commenced by or against Vendor under state or federal law related to bankruptcy. In the event of any breach or noncompliance by any of Vendor's agents, suppliers, manufacturers, resellers, and/or subcontractors of this Purchase Order, the City may terminate this Purchase Order and Vendor shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs. Any termination will be without liability to the City except for completed items delivered and accepted by the City.
- 38. SECTION 287.05701, FLORIDA STATUTES** – Vendor is hereby notified, pursuant to section 287.05701, Florida Statutes, as may be amended, that the City may not give preference to a vendor based on the vendor's social, political, or ideological interests, nor may the City not request documentation of or consider a vendor's social political, or ideological interests when determining if a vendor is a responsible vendor.
- 39. PUBLIC RECORDS** – Pursuant to Section 119.0701 of the Florida Statutes, for any tasks performed by Vendor as an agent of the City, Vendor must: (a) keep and maintain all public records, as that term is defined in Chapter 119 of the Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Purchase Order; (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 costs provided in Chapter 119 of the 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, to the City, at no cost, all public records in possession of the Vendor within thirty (30) days after termination of this Purchase Order, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Purchase Order. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. Should Vendor receive a public records request, vendor agrees to immediately (within 24 hours) notify the city of such request. If Vendor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance. Vendor agrees it is acting as an agent for the City for public records compliance purposes, but for no other purpose unless otherwise provided in Vendor's purchase order terms and conditions.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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- (727) 298-3034;
- VIA EMAIL AT RSCHLICHTER@DUNEDINFL.NET; OR
- AT 737 LOUDEN AVENUE, DUNEDIN, FL 34698.

40. FOREIGN COUNTRY OF CONCERN DISCLOSURES – If the value of goods and services under this Purchase Order is \$100,000 or more, then, pursuant to section 286.011, Florida Statutes, as may be amended, Vendor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined herein, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, “Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such Foreign Country of Concern. Vendor’s disclosures shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Vendor represents that within one (1) year before proposing any agreement, including but not limited to this Purchase Order, to the City, Vendor provided a copy of such disclosure to the Florida Department of Financial Services. Additionally, pursuant to section 287.138, Florida Statutes, and rule 60A-1.020, Florida Administrative Code, as may be amended, if the work performed hereunder grants Vendor access to any individual’s personal identifying information, prior to commencing any work hereunder, Vendor must provide the City with an affidavit signed by an authorized representative of Vendor under penalty of perjury using Florida Department of Management Services Form PUR 1355, Foreign Country of Concern Attestation.