

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 9 day of September, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Recycling Services of Florida Inc., (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to Contract No. 21-0544-B-BW (“ITB”) for **Recycling Collection and Processing - Solid Waste - RE-BID** services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Definitions.**

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in this Standard Service Agreement, and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Program Manager, Operations.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on:

the Effective Date and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

Duration of the contract shall be for a period of five (5) years with unit prices adjustable at twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) for all Garbage and Trash Collection, Urban Consumers, Series Id: CUUR0000SEHG02, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 days prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above shall not be considered.

B. Term Extension.

The Parties may extend the term of this Agreement for two (2) additional twenty-four (24) month period(s) to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

The County agrees to pay the Contractor the not-to-exceed sum of \$1,682,617.40, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit F, payable upon submittal of an invoice as required herein.

B. Travel Expenses.

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

C. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

D. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

the designated person as set out in Section 18 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

B. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. **Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including

but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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 Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit E, attached hereto and incorporated herein by reference.

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. Liability. Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Program Manager, Operations or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to *Recycling Services of Florida Inc.* If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment.**

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn:
Charles Mangio
Program Manager, Operations
3095 114th Avenue North
Saint Petersburg, FL 33716
cmangio@pinellascounty.org

For Contractor:

Attn:
Don Groseclose
Recycling Services of Florida Inc
3560 126th Avenue North
Clearwater, FL 33762

with a copy to:
Merry Celeste
Division Director of Purchasing and Risk Management
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756
mceleste@pinlleascounty.org

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement, and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or

accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

Dave Eggus
By

Chair, Board of County Commissioners

Recycling Services of Florida

Inc

Name of Firm

By: [Signature]
Signature

Don Prosclose
Print Name

Area General Mgr., Recycling Services, Inc.
Title

ATTEST:
Ken Burke,
Clerk of the Circuit Court



By: [Signature]
Deputy Clerk

Approved as to Form **APPROVED AS TO FORM**

By: Keiah Townsend

By: _____
Office of the County Attorney

SERVICES AGREEMENT**EXHIBIT A****STATEMENT OF WORK****A. OBJECTIVE**

The purpose of this Services Agreement is to establish a single contract with one contractor for the collection, processing and commodity marketing of Recyclable Materials (RM) collected through Pinellas County's recycling Collection Centers (CC) and Beach and Park Recycling Locations (BPRL) on behalf of the County's Department of Solid Waste (DSW), as and when required. RM will be collected in a single stream. Additional services include providing maintenance services for the DSW-owned roll off Collection Containers used at the CC.

According to the 2020 Recyclable Materials Composition Study conducted on behalf of the County, the County found the following: the percentage of contaminants collected in the CC was 6.7% and averaged approximately 1,800 tons annually. The percentage of contaminants collected in BPRL was 11.6% and averaged approximately 150 tons annually.

B. CC and BPRL LOCATIONS

CC and BPRL locations are listed in Exhibit B and shown in Exhibit C.

C. REQUIREMENTS

1. Standard Services Agreement - The awarded Contractor will be required to execute the attached standard services agreement. No exceptions to the standard services agreement will be executed.
2. Hours of Operation: Contractor shall be available to service the CC between the hours of 7:00 a.m. to 7:00 p.m. EST Monday through Friday and/or Saturday. It will be the responsibility of the contractor to coordinate collection times at each CC. The CC located in County Parks will be serviced during hours the parks are open to the public (typically dawn to dusk). The BPRL will be serviced during hours the park/beach is open to the public.
3. Weight Scales: Contractor shall maintain state-certified vehicle weight scales for the purposes of weighing, tracking, and reporting inbound quantities of RM. Contractor shall notify DSW immediately if scales are not operating and discuss plan for estimating tonnage and when weight scales will be operable.
4. Recovered Materials Dealer Certification: Contractor is required to hold and provide a copy of its Recovered Materials Dealer certification from the Florida Department of Environmental Protection.
5. Vehicles: Contractor shall maintain its collection vehicles in conformance with the requirements of the Florida Department of Transportation and the Florida Department of Environmental Protection.
6. Contact Person: Contractor shall designate, in writing, the representatives through whom the DSW Contract Manager will communicate about this contract and services for collection, invoicing, MMV, processing, marketing, and community relations. All contact information should be indicated including name, address, telephone, mobile telephone number, and email address. If the Contractor's representative(s) change during the terms of the contract, Contractor must notify DSW's Contract Manager within three (3) business days of the change.

SERVICES AGREEMENT**EXHIBIT A****STATEMENT OF WORK****D. SCOPE OF SERVICES****1. Collection Services**

- a. The Contractor shall collect RM from CC and BPRL on a regular collection schedule or on-call basis as mutually agreed to be the most efficient. Collection frequencies may require adjustment during periods of high volume or disaster response. To prepare for periods of high volume, DSW schedules pickup of sites the day before a long weekend or holiday and immediately after a long weekend or holiday. The Contractor shall provide DSW twenty-four (24) hour notice if it is unable to comply with a scheduled collection.
- b. For on-call or unscheduled collection, if notified by DSW of the need for collection service prior to noon, the Contractor shall service the collection containers on that same day. If notified of the need for collection service after noon, the Contractor shall service the collection containers before the end of the next business day. In emergency situations, Contractor shall service the collection containers as soon as possible.
- c. The Contractor shall place, at no additional cost to DSW, RM that may be located outside of the collection container into the collection container or in the collection vehicle if sufficient room in the collection container is not available.
- d. The Contractor shall remove, at no additional cost to DSW, spillage generated by the Contractor as a result of servicing the collection containers and place it in the appropriate containers.
- e. The Contractor shall notify DSW of any accumulation of debris that is not a result of servicing the collection containers within the CC enclosures so that DSW can service the CC and BPRL.
- f. The CC and BPRL are generally located in public areas. The Contractor will be mindful of both public pedestrian and vehicular traffic and yield the right of way at all times.
- g. The Contractor's vehicles shall be maintained in good working order and shall be constructed, operated and maintained so as to reduce unnecessary noise, spillage and odor. DSW shall have the right to inspect vehicles at any time during the term of this contract, and the Contractor shall comply with all reasonable requests by DSW relative to the maintenance and repair of said vehicles. DSW may order any vehicle used in the performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a vehicle that satisfies the requirements of these specifications.

2. Processing and Marketing Services:

- a. The Contractor shall process or have processed all RM collected at the CC and BPRL at a FDEP-permitted Material Recovery Facility (MRF).
- b. The Contractor shall market or have marketed all RM defined in this Work Specification that have been recovered from the collection operations of the CC and BPRL.
- c. The Contractor shall share revenue generated from the sale of RM collected at the CC in accordance with Section F, Paragraph 3.

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- d. The Contractor is responsible for disposal, at no additional cost to DSW, of processing residue and contaminants included in the RM collected at the CC and BPRL. Contaminants could include, but not be limited to, other materials not defined as RM in Exhibit D. Contaminants, Contaminated Recyclable Material and residue must be disposed of at a FDEP-permitted solid waste management facility.
 - e. The Contractor will notify DSW if a container contains over twenty-five (25%) percent contaminants and the source or location of the CC(s) or BPRL(s) where the contamination is observed. DSW will inspect the load, and if it is confirmed that the load contains over twenty-five (25%) percent contaminants, DSW will pay the Contractor the per load price in accordance with the container's collection zone in Section F, Bid Summary to dispose of the material.
 - f. The Contractor shall not dispose of any RM collected at the CC or BPRL, other than contaminants, Contaminated Recyclable Material, and residue, without written consent of DSW.
 - g. The Contractor shall identify to the County monthly whether RM is marketed internationally or domestically. This will assist the County's education to the public about the end markets for the County's RM.
3. Collection Container Supply and Maintenance:
- a. CC – (roll-off Collection Containers provided by DSW)
 - i. Contractor shall provide space to store at least six (6) DSW-owned roll-off Collection Containers at its facility.
 - ii. Contractor shall provide standard maintenance and care of the DSW Collection Container to ensure proper operation, prevent leakage and provide a professional appearance and representation of DSW. Proper operation of the collection containers shall include but not be limited to swing gates, roller wheels, access windows and locks, and lift hooks. Roll-off Collection Containers demonstrating improper operation, including damaged, immovable, or inoperable swing gates or broken wheels, shall be removed from the CC and replaced with a roll-off Collection Container in kind. Repairs of the roll-off Collection Containers shall be conducted at a location other than the CC.
 - iii. Contractor shall maintain the integrity of the Collection Containers and all painted surfaces according to DSW's color code and apply adhesive labels (i.e., Signage) provided by DSW. DSW will provide the Contractor with signage to be used on the roll-off Collection Container.
 - iv. Painting of the roll off Collection Containers includes removal of the old adhesive labels and placement of new adhesive labels.
 - v. The cost for maintaining the DSW Collection Containers shall be based upon the rates provided in Section F, Bid Summary.
 - vi. Prior to commencing any maintenance activities, DSW will provide Contractor with a list of requested maintenance activities, including Collection Containers number(s). The Contractor shall submit an estimate for the maintenance costs to the DSW.
 - b. BPRL – (Dumpsters are used in the BPRL and will be provided by the contractor)
 - i. The contractor shall provide at least one (1) dumpster collection container at each BPRL that may be designated by DSW. The contractor shall maintain sufficient spare dumpster collection containers to replace any and all dumpsters that have

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been supplied by the Contractor for maintenance, other repairs, or site expansions.

- ii. Each recycling dumpster provided by the contractor, for BPRL, shall have lids to prevent litter and reduce moisture accumulation. The lids must allow easy access for the storage of RM. The dumpster collection container provided by the contractor may be required to be fitted with rollers if appropriate for accessibility.
- iii. All dumpster collection containers, at the BPRL, are generally placed in areas or located in enclosures that are not accessible to the general public. At some locations this is not possible, so collection containers are placed away from public view as much as it is possible. Most enclosures are not locked and are easily accessible by the contractor. However, should the dumpster collection container at BPRL be experiencing scavenging of RM by the general public, the access gates to that enclosures will be locked. DSW will coordinate access by the contractor to allow servicing of the dumpster collection container.
- iv. The capacity and size of the dumpster collection container shall be as appropriate to fit within the existing enclosures. Additionally, the front face dimension of the dumpster collection container from the ground to the top shall be no more than 48 inches. The height of the side and rear dimensions as well as the width is unrestricted with the exception of placement within the enclosure and accommodating existing waste collection dumpsters that may be present in the enclosure. The County will notify Contractor if a different capacity and size dumpster is needed and provide prior to the next scheduled service day.
- v. The contractor shall provide standard maintenance and care of the dumpster collection container to ensure proper operation, prevent leakage and provide a professional appearance and representation of both the contractor and DSW. Proper operations of the dumpsters shall include but not be limited to container covers, roller wheels (if present) and lift guides. The contractor shall maintain the integrity of the collection containers and all painted surfaces according to the contractor's color code.
- vi. Dumpster collection containers demonstrating improper operation, including damaged, immovable or inoperable lids or frozen or broken wheels, and rusted holes shall be removed from the BPRL and replaced with a spare dumpster in kind. Repairs of the dumpsters shall be conducted at a location other than the BPRL and at no additional cost to DSW.
- vii. The contractor shall replace or repair all signage on the dumpster collection containers as required in Section E, D. Scope of Work, Paragraph 4, Signage.

4. Signage:

- a. CC - DSW will provide Contractor with adhesive labels for replacement of damaged or worn labels to apply on designated roll-off collection containers.
- a. BPRL - In addition to the identification markings required by the Contractor, Contractor shall indicate the capacity in cubic yards on the outside of each BPRL dumpster collection container. This may be indicated by either paint using a stencil or via adhesive label. The exterior of the dumpster surface must also be labeled "Recycling" to distinguish it from the normal garbage collection dumpster. If DSW determines additional labeling is necessary, signage will be added at DSW expense, after coordination with the Contractor.

2. Recyclable Material Weighing

- a. CC – The Contractor shall weigh and record the weight of the inbound RM collected from each CC for reporting purposes. The total weight of RM contained within each roll-off collection container shall be reported.
- b. BPRL – The Contractor is not required to report the weight of RM collected at each BPRL.

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3. Illegal Dumping: DSW is responsible for responding to and investigating illegal dumping at the CC and BPRL. The Contractor shall assist DSW with illegal dumping enforcement by immediately reporting illegal activities or suspicious behavior, including license tag numbers when possible. Between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, reports shall be made to DSW's Contract Manager and during all other hours, to the Pinellas County Sheriff's Office.
4. Damages: Contractor shall repair or replace any signs, fencing, containers, enclosure structure or other property damaged by the Contractor resulting from collection operations upon request from DSW and at no additional cost to DSW. The Contractor shall report any damages to DSW's Contract Manager on the same working day as the damage is observed or caused.
5. Reporting and Invoicing:
 - a. CC – the Contractor shall provide a monthly invoice by the 15th day of the following month, in accordance with Section A, #26, that includes:
 - i. The location of each roll off collection container and the number of times and dates each collection container was serviced during the invoicing period.
 - ii. Unit billing rate of collection service.
 - iii. Total weight of RM collected from each CC
 - iv. Weekly Reports, preferably in Microsoft Excel format, for the inbound weights of all CC collection containers included in this scope of work.
 - v. MMV calculation
 - vi. RM revenue or fee as indicated in Section F, Bid Summary.
 - vii. Container maintenance activities
 - viii. Payment due to the Contractor or payment due to DSW.
 - b. BPRL – the Contractor shall provide an invoice during the invoicing period that includes:
 - i. The location of each dumpster Collection Container and the number of times and dates each collection container was serviced during the invoicing period.
 - ii. The size of the dumpster (e.g., 4, 6, or 8 cubic yard).
 - iii. Unit billing rate of collection service.
 - c. Collection Container Maintenance – the Contractor shall provide an invoice during the invoicing period that includes:
 - i. The six-digit asset number of the roll off Collection Container
 - ii. The maintenance service(s) performed
 - iii. Unit billing rate of maintenance service
 - d. Quarterly, by the 15th of January, April, July, and October, Contractor shall report the Domestic Utilization of recycled materials marketed through processing.
6. Contamination Enforcement Procedures:
 - a. The County will conduct regular inspections of the CC and BPRL containers to help ensure that collection containers are not delivered with over 25% contamination.
 - b. The Contractor shall notify DSW of any location that appears visually to have a higher contamination rate than 25% to determine if it should be collected for recycling or disposed of otherwise. Contractor shall have the right to reject loads of Program Recyclables containing more than 25% by weight of Contamination (herein referred to as the "Contamination Limit"), subject to the approval of DSW. If the Contractor intends to reject a load of Program Recyclables, the Contractor shall comply with the following procedure:

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- i. Load Isolation, Documentation and Notification. The Contractor's Facility Manager shall immediately isolate the load and notify the DSW, document the occurrence of such event by digital photograph or video and provide the same to the Contract Manager.
- ii. Inspection. The Contract Manager (or designee) shall have the right to inspect the load here such inspection shall not unduly impede or interfere with the operation of the MRF.
- iii. Agreement to Reject. If the Contractor's Facility Manager and the Contract Manager (or designee) mutually agree that the amount of Contamination in a given load exceeds the Contamination Limit, the Contractor may choose to accept and process the load or DSW may require it be collected and delivered to the County's Solid Waste Disposal Complex.
- iv. No Initial Agreement to Reject. If the Contract Manager (or designee) does not agree that the load exceeds the Contamination Limit, the Contractor must demonstrate, using a procedure acceptable to DSW, that the Contamination limit has been exceeded. If the load contains less than the Contamination Limit, the Contractor shall accept and process the load in accordance with the terms of this Agreement. If the load contains more than the Contamination Limit, the Contractor may choose to accept and process the load.

E. COUNTY RESPONSIBILITY

1. Site Preparation and Maintenance: Prior to commencement of the Contractor's obligations under this contract, DSW shall prepare the CC and BPRL and shall maintain them throughout the term of this contract. DSW's responsibilities for preparation and maintenance of the CC and BPRL include providing: fencing and signage, ground surface maintenance, enclosure structures, and cleaning up all litter that is not considered RM under terms of this contract that is not a result of the Contractor's service operations.
2. Access:
 - a. Unrestricted access: CCs not located in County parks will be open for public access twenty-four (24) hours a day, seven (7) days a week, except under circumstances where the DSW establishes alternate hours for specified CCs. The Contractor will be provided access to each CC. BPRL not located in parks and beach access areas have unrestricted access, except for the City of Treasure Island.
 - b. Restricted access: CC and BPRL located in County, municipal (or unincorporated), or State parks are open at 7:00 am or dawn and closed at 7:00 p.m. or dusk.
3. Collection Containers at CC: DSW owns the roll-off collection containers located at the CC and such containers shall remain the property of DSW.
 - a. In the event that additional collection containers are needed at the CC, DSW will supply such containers.
 - b. DSW will provide additional collection containers for use by the Contractor to exchange collection containers when servicing the CC. These containers will be kept at the Contractor's site at no charge to DSW.
 - c. DSW reserves the right to relocate, add or remove collection containers at the CC, in which case DSW shall pay the Contractor for providing such services in accordance with Section F, Bid Summary.
4. Collection Containers at BPRL: The collection containers utilized at the BPRL are dumpsters and shall be provided by the Contractor.

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- a. In the event additional collection containers are needed at a BPRL, the Contractor shall provide such containers.
 - b. Contractor shall maintain additional dumpster containers for exchange of dumpsters utilized with the BPRL as may be needed.
 - c. DSW reserves the right to relocate, add or remove collection containers at the BPRL. The costs for providing such services shall be included in the proposed collection cost. DSW shall notify the Contractor of the need for collection or service of the BPRL collection containers for which a regular schedule has not been established or if conditions dictate a revised collection schedule.
5. Program Material Expansion: Any expansion or reduction of the Program Recyclables listed in Exhibit D will be negotiated in the form of an amendment to this contract and agreed upon by the County and the Contractor.
6. Contact Person: DSW Contract Manager can be contacted at (727) 464-7500.

F. COMPENSATION AND REVENUE SHARING

- 1. Collection: The collection service fee shall include the cost of collecting, processing and marketing the RM. DSW shall compensate the Contractor for its collection and transportation service based upon the number of roll-off and dumpster collection containers pulled in each collection zone during a calendar month multiplied by the rates stated in Section F, Bid Summary for that collection zone.
- 2. Container Maintenance: DSW shall compensate the Contractor for providing the services described in Section D - Scope of Work, No. 3 - Collection Container Supply and Maintenance based on the rates stated in Section F, Bid Summary.
- 3. CC Recyclable Materials Fee or Revenue: Depending upon the Monthly Market Value (MMV) of the CC Recyclable Materials, calculated as described in this section, the Contractor shall compensate DSW or DSW shall compensate the Contractor for the processing and sale of RM collected from the CC based upon the number of tons collected during a calendar month and the per ton fee or revenue stated in Section F, Bid Summary (“Processing and Marketing - CC Recyclable Materials Revenue or Fee”). Tons collected shall be the tared inbound weight of CC Recyclable Materials as recorded at the Contractor’s state-certified scales. The County reserves the right to audit these records.
 - a. Each Month, the Contractor shall calculate the MMV of the CC Recyclable Materials, defined as:

The sum of the Southeast USA Regional Average commodity prices first posted in the month for which payment is being made in SecondaryMaterialsPricing.com and SecondaryFiberPricing.com

multiplied by

the CC Recyclable Material Composition Study Percentages as defined in the table below.

(For example purposes only, the table includes market indexes for November 2020)

Composition Study Percentages from October 2020*

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Material Category	Collection Centers	Market Index November 2020**
Newspaper	11.6%	\$ 150.00
Corrugated Cardboard	15.1%	\$ 67.50
Mixed Recyclable Paper	26.0%	\$ 22.50
Aseptic Containers & Cartons	0.5%	--
PET Bottles (#1)	5.4%	\$ 7.00
Natural HDPE Bottles (#2)	1.0%	\$ 66.50
Colored HDPE Bottles (#2)	1.2%	\$ 18.75
Other Plastic Containers	1.9%	\$ (1.50)
Tin/Steel Cans	1.5%	\$ 35.00
Aluminum Cans	1.8%	\$ 49.00
Glass Containers	25.3%	\$ (35.00)
Bulky Rigid Plastics	0.8%	\$ 2.00
Potential Recyclables***	1.4%	--
Total Contamination	6.7%	--
Total	100.0%	

* The Recyclable Materials Composition Study (RCS) was conducted in October 2020. Material percentages are based upon a recyclable material composition study during which materials were hand sorted. Therefore, Bidders should consider the material recovery efficiencies of their specific processing systems as compared to that achieved from hand-sorting when completing Section F, Bid Summary.

**Market Indexes used are Secondary Fiber Pricing and Secondary Materials Pricing both from RecyclingMarkets.net. November 2020 is used for example purposes.

***Potential recyclables are materials that are or include recyclable materials but are not recyclable in their current form and would be considered unacceptable material. Examples are wet corrugated cardboard, wet paper, shredded paper, film-wrapped paper, bagged recyclables, and full containers.

The MMV does not include a price or revenue per ton for Potential Recyclables or Total Contamination because this amount is up to the Bidder. The Bidder can enter whatever rates they feel are appropriate in these areas to provide appropriate submittals in the Section F, Bid Summary.

- b. The revenue to be paid by the Contractor to DSW or fee to be paid by DSW to the Contractor shall be determined by:

the total tared inbound tons of CC Recyclable Materials collected during the month for which payment is being made

multiplied by (x)

the revenue or fee per ton specified in Section F, Bid Summary that is commensurate with the MMV for that month

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Revenue owed to DSW by the Contractor shall be deducted from the compensation owed to the Contractor for collection and container maintenance services on the monthly invoice. Fees owed to the Contractor by DSW shall be added to the compensation owed for collection and container maintenance services on the monthly invoice.

- i. Market Index: In the event SecondaryMaterialsPricing.com or SecondaryFiberPricing.com no longer post or otherwise provide the applicable market indices, DSW and the Contractor shall agree upon a replacement index and execute an appropriate amendment to the contract specifying the replacement index to be used in the monthly revenue adjustment calculations.
- ii. Recyclable Material Composition: The percentages provided in the table in Paragraph F.3.a. are from a CC recyclable material composition study conducted in October 2020, which entailed manually sorting more than one-third, by weight, of recyclables contained in roll-off containers from all CC and select BPRL. These percentages shall remain in effect for the term of this agreement unless otherwise adjusted by DSW. DSW, at its discretion, may conduct an audit of the Recyclable Materials collected at the CC. DSW has the right to adjust the material percentages indicated in Paragraph F.3.a based upon this characterization for the calculation of the MMV. Due to the low contamination rate (6.7%) and tonnage (approximately 1,900 tons annually) collected at the Collection Centers and the County's strategies to reduce the amount of CRM being collected and processed, the County does not intend to allow the Contractor to conduct or request an audit of the materials collected at the CC. The bid document includes provisions for the Contractor to address contaminated loads.

G. STRATEGIES AND OBLIGATIONS OF THE COUNTY AND CONTRACTOR TO REDUCE THE AMOUNT OF CONTAMINATED RECYCLABLE MATERIAL BEING COLLECTED AND PROCESSED - the below section is an effort to comply with 403.706(22)(b)(1), Florida Statute.

1. Contractor must provide a plan to comply with 403.706(22)(b), Florida Statute. Bidders may lay out their plan to comply with 403.706(22)(a)(1), Florida Statute similarly to the County plan below. Prior to commencement of the Contractor's obligations under this contract, DSW shall prepare the CC and BPRL and shall maintain them throughout the term of this contract. DSW's responsibilities for preparation and maintenance of the CC and BPRL include providing: fencing and signage, ground surface maintenance, enclosure structures, and cleaning up all litter that is not considered RM under terms of this contract that is not a result of the Contractor's service operations.
2. The County's strategies and obligations, including education and enforcement measures, to reduce the amount of Contaminated Recyclable Material being collected and processed are as follows:
 - a. CC:
 - i. Collection Container access windows are limited in size to prevent acceptance of contaminated recyclable material.
 - ii. On each Collection Container, four large labels with images and descriptions of RM are posted. The labels are replaced as needed.
 - iii. County staff conduct inspections of Collection Centers and if customers are observed attempting to place contaminated recyclable material in Collection Containers, staff advise customers to place Contaminated Recyclable Material in the trash.
 - b. BRPL:
 - i. Collection bins are limited in lid size (one-hole cutout) to prevent disposal Contaminated Recyclable Materials.

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- ii. On each collection bin, two labels with images and descriptions of Program Recyclables are posted. The labels are replaced as needed.
- iii. If customers are observed attempting to place Contaminated Recyclable Material in bins, staff advise customers to place Contaminated Recyclable Material in the trash.
- c. Countywide recycling education publications produced by the County:
 - i. Recycle Guide – annual publication distributed countywide that defines and depicts the desired Recyclable Material with description and pictures.
 - ii. Where Does It Go? Search Tool – a web-based search tool offered countywide that describes the Recyclable Materials that should be recycled and where and how to properly dispose of contaminants.
- d. Regional recycling education campaigns – the County routinely participates in a regional recycling work group to create and deliver recycling campaign messages to reduce Contaminated Recyclable Materials, such as plastic bags, in Tampa Bay area in community recycling collection programs and MRFs.

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EXHIBIT B

COLLECTION CENTERS (CC) AND BEACH AND PARK RECYCLING (BPRL) LOCATIONS

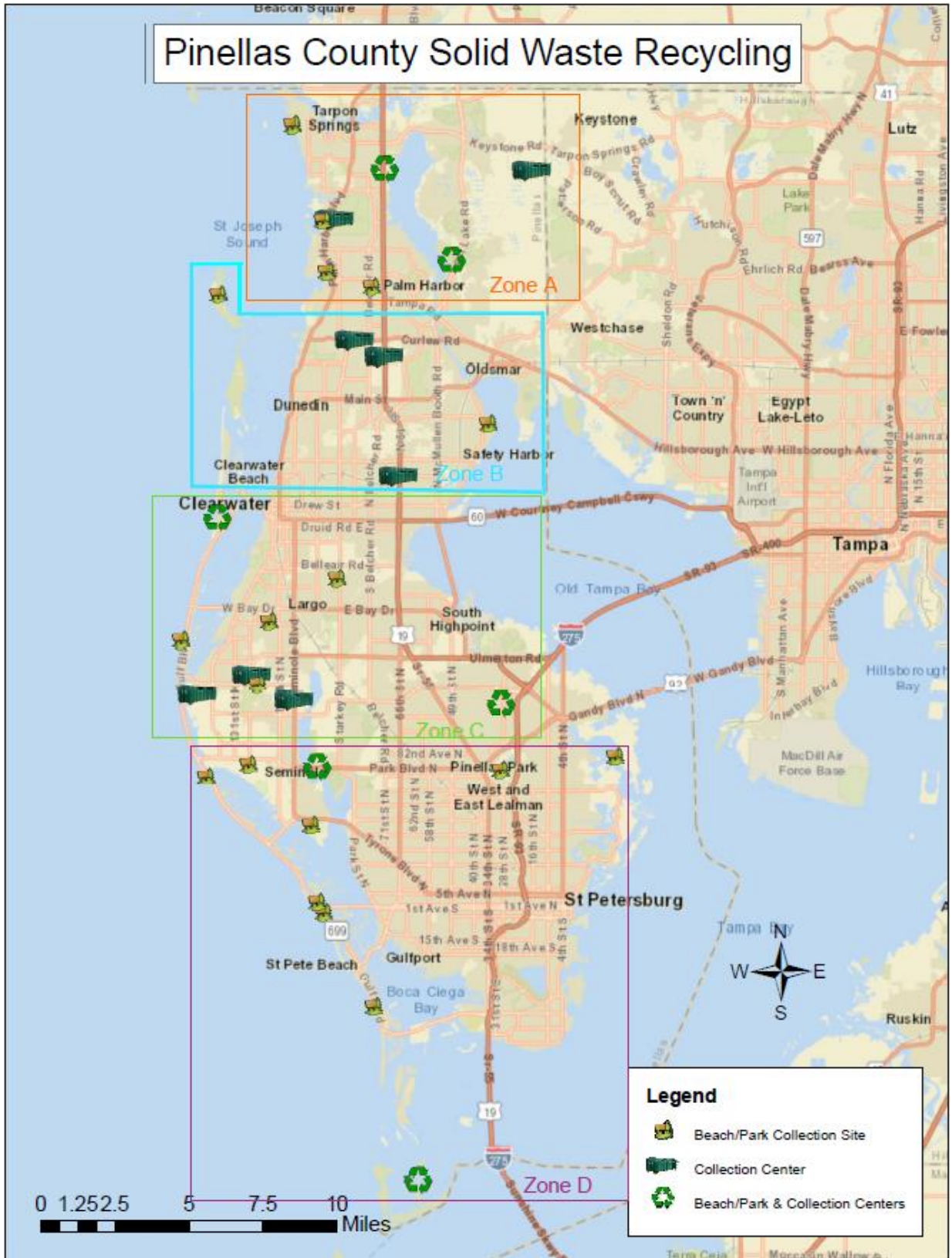
Zone	Location	Address	Site Type	Dumpster Quantity	Dumpster / Roll-Off Size	2014/2015 Pulls
A	A.L. Anderson Park	39699 U.S. Highway 19 N., Tarpon Springs 34689	BPRL	1	8 Cubic Yard	4
			CC	2	30 Cubic Yard	101
A	Brooker Creek Education Center	3940 Keystone Rd., Tarpon Springs 34698	CC	1	30 Cubic Yard	7
A	Fred Howard Park	1700 Sunset Drive, Tarpon Springs 34689	BPRL	1	8 Cubic Yard	19
A	J. Stephen Putnam Park	799 Riviere Road, Palm Harbor 34683	BPRL	1	4 Cubic Yard	4
A	John Chesnut Sr. Park	2200 East Lake Road, Palm Harbor 34685	BPRL	1	8 Cubic Yard	10
			CC	3	30 Cubic Yard	321
A	Sunderman Complex	1631 9th Street, Palm Harbor 34683	BPRL	1	4 Cubic Yard	6
A	Wall Springs Park	3725 De Soto Blvd., Palm Harbor 34683	BPRL	1	6 Cubic Yard	2
A	William E. Dunn Water Reclamation Facility	4111 Dunn Dr., Palm Harbor 34683	CC	2	30 Cubic Yard	142
B	Curlew Retention Pond	1825 Curlew Rd., Palm Harbor 34683	CC	3	30 Cubic Yard	329
B	Honeymoon Island State Park	1 Causeway Blvd., Dunedin 34698	BPRL	3	8 Cubic Yard	24
B	North County Service Center	29582 U.S. Hwy 19 N., Clearwater 33761	CC	3	30 Cubic Yard	202
B	Phillippe Park	2525 Philippe Parkway, Safety Harbor 34695	BPRL	1	6 Cubic Yard	8
B	Sand Key Park	1060 Gulf Blvd., Clearwater 33767	BPRL	2	8 Cubic Yard	12
C	Bank of America	10900 Seminole Blvd., Largo 33778	CC	1	30 Cubic Yard	10
C	Eagle Lake Park	1800 Keene Road, Largo 33771	CC	1	30 Cubic Yard	124
C	Hamlin Boulevard	14644 113th Ave. N., Largo 33774	BPRL	1	8 Cubic Yard	2
C	Indian Rocks Beach Access	1700 Gulf Blvd., Indian Rocks Beach 33774	CC	2	30 Cubic Yard	0
C	John S. Taylor Park	1100 Eighth Avenue S.W., Largo 33770	BPRL	2	4 Cubic Yard	52
C	Pinellas County Extension	12520 Ulmerton Rd., Largo 33774	BPRL	1	8 Cubic Yard	3
C	Pinellas County Household Electronics and Chemical Collection Center	2855 109th Ave. N., St. Petersburg 33716	CC	1	30 Cubic Yard	70
C	Walmart	23106 U.S. Hwy 19 N., Clearwater 33765	CC	2	30 Cubic Yard	103
C	Walshingham Park	12615 102nd Avenue N., Largo 33778	BPRL	1	8 Cubic Yard	0
C	Boca Ciega Millennium Park	12410 74th Avenue N., Seminole 33772	CC	1	30 Cubic Yard	49
D	City of St. Petersburg Beach Access	11260 Gulf Blvd., Treasure Island 33706	BPRL	1	6 Cubic Yard	7
D	City of Treasure Island Beach Access	120 108th Ave., Treasure Island 33706	BPRL	1	6 Cubic Yard	1
D	Fort De Soto Park	3500 Pinellas Bayway S., Tierra Verde 33775	BPRL	1	4 Cubic Yard	0
D	Lake Seminole Park	10015 Park Blvd., Seminole 33777	BPRL	1	8 Cubic Yard	4
D	Redington Shores Beach Access	18200 Gulf Blvd., Redington Shores 33776	CC	1	30 Cubic Yard	2
D	Sawgrass Lake Park	7400 25th Street N., St. Petersburg 33702	BPRL	2	6 Cubic Yard	17
D	St. Pete Beach Access	4700 Gulf Blvd., St. Pete Beach 33706	BPRL	1	4 Cubic Yard	28
D	War Veterans' Memorial Park	9600 Bay Pines Blvd., St. Petersburg 33708	BPRL	1	6 Cubic Yard	17
D	Weedon Island Preserve	1800 Weedon Drive N.E., St. Petersburg 33702	BPRL	1	8 Cubic Yard	12
D			BPRL	1	6 Cubic Yard	7
D			BPRL	1	8 Cubic Yard	9

BPRL Pulls: 256
CC Pulls: 1,507

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EXHIBIT C

BPRL & CC LOCATION MAP



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EXHIBIT D

PROGRAM RECYCLABLES

Material Categories	Description of Categories
Newspaper	Newspaper (loose or tied) including other paper normally distributed inside newspaper such as ads, flyers, etc. and other items made from newsprint such as advertising guides. <i>Does not include bagged newspaper.</i>
Corrugated Cardboard	Uncoated brown cardboard boxes with a wavy core (no plastic liners or waxy coatings). Includes clean pizza boxes. <i>Does not include waxy or contaminated cardboard or cardboard within shrink wrap plastic, such as that from a case of bottled water.</i>
Magazines and Catalogs	All magazines and catalogs, including glossy magazines.
Mixed Paper	Printed or unprinted recyclable paper including white, colored, coated and uncoated papers, envelopes, index cards, file folders, telephone books, paperboard, chipboard, Kraft paper, brown paper bags, mail, paperback books, blueprints, and other printed material on glossy and non-glossy paper. <i>Does not include shredded, contaminated, waxy, or metallic paper.</i>
Aseptic Containers/ Cartons	Gable-top cartons, aseptic juice boxes, and other similar containers made of coated paperboard.
PET Bottles (#1)	Clear and colored bottles and jars coded polyethylene terephthalate (PET #1). Examples include soda bottles, water bottles, food jars, etc. <i>Does not include loose caps and lids.</i>
Natural HDPE Bottles (#2)	Clear/natural plastic bottles coded high-density polyethylene (HDPE #2). Examples include milk jugs, vinegar bottles, and gallon water bottles. <i>Does not include loose caps and lids. Containers >3 gallons are considered Bulky Rigid Plastics.</i>
Colored HDPE Bottles (#2)	Opaque, pigmented plastic bottles coded high-density polyethylene (HDPE #2). Examples include detergent and shampoo bottles. <i>Does not include loose caps and lids. Containers >3 gallons are considered Bulky Rigid Plastics.</i>
Non-Bottle PET Containers (#1)	Clear and colored plastic non-bottle, non-jar containers coded PET #1. Examples include clamshell containers, fruit or vegetable platters, and some plastic drink cups.
Non-Bottle HDPE Containers (#2)	Wide-mouthed tubs and containers coded HDPE #2. Examples include large plastic coffee containers and plastic chip tubes, including lids. <i>Containers >3 gallons are considered Bulky Rigid Plastics.</i>
PP Containers (#5)	Clear and colored plastic containers coded PP #5. Examples include some dairy product cups and tubs, pill bottles, frozen food trays, and plastic drink cups. <i>Does not include loose caps and lids. Containers >3 gallons are considered Bulky Rigid Plastics.</i>
Other Plastic Containers (#3,4,6,7)	All plastic containers coded #3, #4, #6, or #7. Examples include some bottles, some drink cups, some clamshells, and Arizona Iced Tea™ gallon jugs.
Bulky Rigid Plastics	Non-container rigid plastic items such as crates, baskets, toys, refuse totes, lawn furniture, laundry baskets, and other large plastic items. Includes containers (e.g. flower pots, buckets, drums) greater than 3 gallons. <i>Does not include electronic or electric toys, or bulky items consisting of mixed materials.</i>
Tin/Steel Cans	Tin-plated steel cans, usually food containers and empty aerosol cans, including labels. Includes steel caps/lids.
Aluminum Cans	Aluminum soft drink, beer, food cans, and empty aerosol cans.
Aluminum Foil and Trays	Aluminum foil and food trays, such as disposable pie plates and catering trays. <i>Does not include excessively dirty foil and trays.</i>
Glass Containers	All clear, green, blue, and amber glass bottles and jars as well as broken container glass pieces.

SERVICES AGREEMENT**EXHIBIT E****INSURANCE REQUIREMENTS**

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- b) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- c) Bidder shall email certificate that is compliant with the insurance requirements to **Bryant Jasper-Williams at brwilliams@pinellascounty.org**. If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- d) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- e) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- f) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Bidder or their agent prior to the expiration date.
 - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under

SERVICES AGREEMENT**EXHIBIT E****INSURANCE REQUIREMENTS**

no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

- g) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- h) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
 - (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- i) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (2) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (3) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (4) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

SERVICES AGREEMENT

EXHIBIT E

INSURANCE REQUIREMENTS

- (5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (6) All policies shall be written on a primary, non-contributory basis.
- (7) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

- j) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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SERVICES AGREEMENT

EXHIBIT E

INSURANCE REQUIREMENTS

- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or “tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

SERVICES AGREEMENT

EXHIBIT E

INSURANCE REQUIREMENTS

- (6) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

SERVICES AGREEMENT

EXHIBIT F

PAYMENT SCHEDULES

SECTION F - BID SUMMARY

Bid Number: 21-0544-B-BW - RECYCLING COLLECTION, PROCESSING, AND COMMODITY MARKETING - SOLID WASTE

Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.

1) Collection Centers (CC) Collection Service and Container Maintenance Service

Service Description	Estimated Annual Frequency (a)	Unit of Measurement UOM	Unit Price (per UOM) (b)	Annual Total (a x b)
Zone A	758	per pull	\$ 135.78	\$ 102,921.24
Zone B	627	per pull	\$ 125.00	\$ 78,375.00
Zone C	541	per pull	\$ 115.00	\$ 62,215.00
Zone D	236	per pull	\$ 141.78	\$ 33,460.08
Paint Roll-off	25	per container	\$ 175.00	\$ 4,375.00
Modify Roll-off*	25	per container	\$ 175.00	\$ 4,375.00
Add/Remove Roll-off	65	per container	\$ 150.00	\$ 9,750.00
Welding & Other Repairs	40	per hour	\$ 80.00	\$ 3,200.00
Annual Total CC Collection & Container Maintenance				\$ 298,671.32

Modify is a physical modification of a roll-off container, such as adding a locking mechanism to an access window.

2) Beach & Park Recycling Locations (BPRL) Collection Service

Collection Service (inclusive of providing and maintaining dumpsters)

	Estimated Annual Frequency in pulls (a)	Unit of Measurement UOM	Unit Price (b)	Annual Total (a x b)
Zone A	108	per pull	\$ 24.99	\$ 2,698.92
Zone B	198	per pull	\$ 24.99	\$ 4,948.02
Zone C	278	per pull	\$ 24.99	\$ 6,947.22
Zone D	237	per pull	\$ 34.00	\$ 8,058.00
Annual Total Collection BPRL				\$ 22,652.16

SERVICES AGREEMENT

EXHIBIT F

PAYMENT SCHEDULES

3) Processing and Marketing - CC Recyclable Materials Revenue or Fee

Enter below the revenue Bidder will pay DSW or the fee Bidder will charge DSW for each inbound ton of CC Recyclable Materials when the Monthly Market Value (MMV) is within each of the ranges specified. Revenues must be expressed as a positive number and fees as a negative number. The revenue or fee will be calculated monthly as specified in Section E., F Compensation and Revenue Sharing Paragraph 3. For the purpose of evaluating bids, the per-ton revenue or fee will be averaged using the revenues or fees bid for the first six (6) MMV ranges listed in the table below (<\$40.01-\$50.00 through \$90.01-\$100.00) and multiplying it by the estimated annual inbound weight (tonnage) of CC Recyclable Materials.

Monthly Market Value (MMV)		Revenue or Fee/Ton
Low	High	
<\$40.01	\$50.00	-35
\$50.01	\$60.00	-15
\$60.01	\$70.00	-13
\$70.01	\$80.00	(\$2.00)
\$80.01	\$90.00	\$5.00
\$90.01	\$100.00	\$12.00
\$100.01	\$110.00	\$16.00
\$110.01	\$120.00	\$20.00
\$120.01	\$130.00	\$25.00
\$130.01	\$140.00	\$28.00
\$140.01	\$150.00	\$32.00

The top six (6) bid prices will be used to calculate "Average Revenue or Fee/Ton" for bid purposes. Insert this average in the table below.

Estimated Annual CC Tonnage (a)	Average Revenue or Fee/Ton (b)	Estimated Total Annual Revenue or Fee (for bid purposes only) (a x b)
1,900	\$ (8.00)	\$ (15,200.00)

4) Bid Summary

	(A) Annual Cost	(B) Annual Revenue or Fee	(C) Total
1.) Total CC Collection & Container Maintenance	\$ 298,671.32		
2.) CC Recyclable Materials Bid Revenue or Fee		\$ (15,200.00)	
Annual Total CC Bid (A minus B)			\$ 313,871.32
3.) Beach / Park Recycling Locations	\$ 22,652.16		
Annual Total			\$ 336,523.48
Five Year Term Total			\$ 1,682,617.40

SERVICES AGREEMENT**EXHIBIT G****PAYMENT/INVOICES****PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

SERVICES AGREEMENT**EXHIBIT H****DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

SERVICES AGREEMENT

EXHIBIT H

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.