

**21-0201-PB
Information Technology Solutions and Services**

Pinellas County

Purchase Authorization

THIS PURCHASE AUTHORIZATION ("Agreement") is made as of this 9 day of November, 2021 ("Effective Date" which is the same date as the last party to execute this Agreement), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and CDW Government LLC ("Contractor" or "Vendor" or "Supplier") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County is authorized to purchase goods based on pricing received by other governmental competitive solicitation processes which are made available to local public procurement units; and

WHEREAS, the County, a member of the OMNIA Partners purchasing organization, has elected to utilize the contract of the cooperative procurement or solicitation issued by City of Mesa, AZ ("Master Contract") for ContractNo.2018011-01 Titled: Information Technology Solutions & Services; and

WHEREAS, Contractor is an authorized seller of Information Technology Solutions and Services to members of OMNIA pursuant to the Master Contract and an Administrative Agreement executed by Contractor and OMNIA, dated January 17, 2018; and

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. The execution of this Agreement is subject to and expressly limited by the terms and conditions of the Master Agreement and this Purchase Authorization. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgment in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.
2. **SYNONYMOUS LANGUAGE** - It is mutually agreed by the Parties that all Terms and Conditions of the Master Contract, attached hereto as Exhibit A, where "City" is referenced shall be synonymous with the Party, "County", for purposes of this Agreement. Any term in the Master Agreement that is applicable in law or fact solely to the City that cannot be reasonably applied to the County is severed from the Agreement, with no effect on the remaining terms.

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3. **ASSIGNMENT/SUBCONTRACTING** - The Contractor must provide the goods required by this Agreement. No assignment or subcontracting is allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor must provide written notice to the County, within (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.
4. **ORDERS**- Within the term of this Agreement, County may place one or more orders for goods and services at the prices listed on the Price Schedule which is attached hereto as Exhibit B and which is incorporated by reference hereto.
5. **DELIVERY/CLAIMS** - Prices on the Schedule of Prices are F.O.B. Destination, **FREIGHT ALLOWED** and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.
6. **COMPENSATION** - County will pay Contractor upon Contractor's delivery of, and County's acceptance of, the goods required herein, as specified. All payments will only be made based on invoices submitted in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70, et. seq.
7. **TERM OF AGREEMENT AND SPENDING CAP**
 - a. **Initial Term.** The term of this Agreement shall commence on the Effective Date; and shall remain in full force through February 28, 2023 or until termination of the Agreement, whichever occurs first.
 - b. **Term Extension.** The Parties may extend the term of this Agreement in conjunction with any extensions made to Omnia Partners procurement issued by City of Mesa, AZ for Contract 2018011-02, pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.
 - c. **Spending Cap.** The County agrees to pay the Contractor the not-to-exceed sum of \$950,000.00, for Goods and Services completed and accepted as provided in Exhibit A, herein if applicable, payable at the rates set out in Exhibit B attached hereto, upon submittal of an invoice as required herein.
8. **INVOICING** – See Exhibit D.
9. **DISCOUNTS** - NOT APPLICABLE
10. **NAME CHANGES** - The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.
11. **COMPLIANCE WITH APPLICABLE LAWS** - Contractor certifies that all of the products to be furnished hereunder will be manufactured or supplied by Contractor in accordance with all applicable provisions of State, Local and Federal laws, as of the date that the goods are supplied.

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12. CHOICE OF LAW: The laws of the State of Florida apply to this Agreement and any and all purchases made hereunder. Contractors must comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.

13. FISCAL NON-FUNDING- See Master Contract

14. 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: Mary Buccigrossi
Business Technology Services
Pinellas County
315 Court Street
Clearwater, FL 33756

For Contractor:

General Counsel

230 N. Milwaukee Avenue
Vernon Hills, IL 60061

Electronic copy to: psp@cdwg.com

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

15. INDEMNIFICATION- See Master Contract

16. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 - The Contractor is and will remain an independent contractor and is neither agent, employee, partner, nor joint venture of the 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 thereto, as either may be amended from time to time. Failure to comply with the above provisions is considered a material breach and is grounds for immediate termination of the agreement, at the discretion of the County.

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17. 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 Subcontractor 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.

18. INSPECTION – In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County.

19. MATERIAL QUALITY - NOT APPLICABLE

20. MATERIAL SAFETY DATA - NOT APPLICABLE

21. NON-EXCLUSIVE AGREEMENT - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods of this type, which may develop during the agreement period. This is not an exclusive agreement. County specifically reserves the right to concurrently contract

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for similar goods if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision applies separately to each term.

22. **PURCHASE ORDER NUMBER** - All orders will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order.
23. **REMEDIES** - County and Contractor will have all remedies afforded by the MasterContract.
24. **RIGHT TO AUDIT** - The Contractor must retain records relating to this agreement for a period of at least three (3) years after final payment is made. All records must be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to audit such records pursuant to Pinellas County Code, §2-187.
25. **SEVERABILITY** - If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent Jurisdiction, such portion must be deemed separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portion thereof.
26. **TAX EXEMPTION** – County is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is _85-8013287050C-7 Federal Excise Tax Exemption Number is 59-6000800.
27. **TAXES** - Payments to County are subject to applicable Florida taxes.
28. **TERMINATION** - County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement is considered a material breach of Agreement and is cause for immediate termination of the Agreement at the sole discretion of County.

In addition to all other legal remedies available to the County, the County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the County.
29. **VARIATION IN QUANTITY** - County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.
30. **WARRANTY** - All manufacturer warranties offered to any other purchaser are expressly available and applicable to County.

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31. ORDER OF PRECEDENCE - All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Purchase Authorization and will have priority in the order listed:

- 1. Pinellas County Purchase Authorization**
- 2. Exhibit A: Master Contract (and any addenda/amendment related hereto)**
- 3. Exhibit B: Price Schedule**

If a conflict exists among any of the documents, including associated amendments, the following shall have priority in the order listed below:

- 1. Pinellas County Purchase Authorization**
- 2. Exhibit A: Master Contract**
- 3. Exhibit B: Price Schedule**

32. ENTIRETY- This Agreement including Exhibits attached hereto, constitutes the entire Agreement between the Parties, and supersedes all prior negotiations, representations, or agreements either oral or written.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY, a political subdivision of the
State of Florida By and through its Board of County
Commissioners

CDW GOVERNMENT LLC

Name of CONTRACTOR Firm/Entity

By: *Dave Eggers*
Signature

Dave Eggers
Print Name

Chair, Pinellas County Board of County Commissioners
Title

November 9, 2021
Date

By: *Dario Bertocchi*
Dario Bertocchi (Oct 11, 2021 10:29 EDT)
Signature

Dario Bertocchi
Print Name

Director, Program Sales
Title

Oct 11, 2021
Date

ATTEST:
Ken Burke,
Clerk of the Circuit Court



By: *Richard Carpenter*
Deputy Clerk

APPROVED AS TO FORM
By: *Keiah Townsend*
Office of the County Attorney

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EXHIBIT A

MASTER CONTRACT

The Master Contract 2018011-01 titled Information Technology Solutions & Services, from the City of Mesa, AZ, can be viewed on the Omnia Partners website at www.omniapartners.com

The following link contains the documents of the Master Contract:

https://www.omniapartners.com/fileadmin/public-sector/suppliers/A-D/CDW-G/Contract_Documents/2018011-01/2018011_CDWG_MAD_Redacted.pdf

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EXHIBIT B

PRICE SCHEDULE

The Price Schedule can be viewed on the Omnia Partners website at www.omniapartners.com

The following link contains the Price Schedule:

https://www.omniapartners.com/fileadmin/public-sector/suppliers/A-D/CDW-G/Contract_Documents/2018011-01/CDW-G_Pricing.pdf

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EXHIBIT C
INSURANCE REQUIREMENTS

Notice: The Vendor must provide a certificate of insurance in accordance with the insurance requirements listed below prior to recommendation for award.

Vendor shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth below. 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.

- a) Submittals should include the Vendor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Prior to commencement of services, Vendor shall email certificate that is compliant with the insurance requirements to InsuranceCerts@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).
- c) Certificate(s) of Insurance are to be received and approved by the County. 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.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Vendor are to meet the requirements of the Agreement shall include Pinellas County a Political Subdivision of the State of Florida as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of services, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Vendor to the County at least (30) days prior to the expiration date.
 - (1) Vendor shall also notify County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer in accordance with policy provisions. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

EXHIBIT C
INSURANCE REQUIREMENTS

- (2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Vendor's most recent annual report or audited financial statement when: (i) not otherwise made publicly available and (ii) a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) 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 Vendor is a Joint Venture per Section A. titled Joint Venture of this Quote, 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.
 - (2) 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 Vendor.
 - (3) 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.
 - (4) 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.
 - (5) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration are as follows:

**EXHIBIT C
INSURANCE REQUIREMENTS**

- (1) Professional Liability (Technology Errors and Omissions;) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Vendor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 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.

- (2) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

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

For acceptance of Cyber Risk 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 Cyber Risk Liability and other coverage combined

EXHIBIT D
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.

EXHIBIT E

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.

EXHIBIT E

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

- 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.

- 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.