



**Pinellas County Purchasing Department
Board of County Commissioners
Pinellas County**

400 S Ft Harrison Ave
6th Floor Annex Bldg
Clearwater FL 33756

Standard Purchase Order: 434751

Revision No: 0

Page 1 of 4

The Standard Purchase Order Number must appear on all packages, shipping notices, invoices and correspondence

PO Date	22-JAN-2019
Revision Date	
Buyer/Phone No	Rosa Garcia 727-464-3148
Sales Tax Exempt No	85-8013287050C-7
Requisitioner Phone No	Ferrara, Mr. Michael 727-464-5022
Requisition No	90124
Director Approval	
Quote/Contact	44-1800357

Supplier:

S&ME Inc
111 Kelsey Ln Ste E
Tampa FL 33619
813-623-6646

Ship To:

Real Estate Management
Administrative Services
509 S East Ave
Clearwater, FL 33756
727-464-3494

Invoice To:

Finance Division Accounts Payable
Board of County Commissioners Pinellas County
PO Box 2438
Clearwater, FL 33757
727-464-8389

Notes:

Per contract 156-0008-CN (RW) Environmental Engineering Consulting Services including Environmental Assessment and Remediation Activities. Approved by the Board of County Commissioners on August 9, 2016.

Reimbursable per the established and approved hourly rates in accordance with Contract No. 156-0008-CN. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of that area will be reimbursed in accordance with Section 112.061 F.S.

This PO order replaces PO#425186 and provides for the continuation of Remedial System O&M and Groundwater Monitoring Former Zero Corporation Site through March 31, 2019. Refer to proposal no. 44-1800357 dated 1/14/19.

Contact: Teri Hasbrouck 727-464-6967

Notes:

Supplier No	Payment Terms	Freight Terms	FOB	Ship Via	Delivery date
3654	Net 45	Freight Included	Destination	Best Way	

Line	County Item Number / Description	Quantity	UOM	Unit Price	Amount
1	Zero Site - labor & material for continuation of remedial system O&M and ground water monitoring		Dollar (s)		67,998.00
	Charge Account 0001.361310.5310001.1901.002809A	67,998.0000			
This line references Contract Agreement 423591					
TOTAL					67,998.00

It is hereby certified that all provisions of the laws of Florida were complied with in issuing this order, and that there are sufficient and properly appropriated funds to liquidate this obligation. This purchase order is governed by the terms and conditions below.

Notice: Vendors doing business with Pinellas County are required to show proof of current Pinellas Construction licenses, if applicable

Board of County Commissioners

Pinellas County, Florida

Joe Laurio

(Authorized Signature)

TERMS AND CONDITIONS

ACCEPTANCE - ENTIRE AGREEMENT - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. Pinellas County and the Contractor shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to Pinellas County unless such provision is expressly agreed to and confirmed to in writing.

ASSIGNMENT/SUBCONTRACTING - The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without prior written consent of the Pinellas County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Pinellas 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 Pinellas 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.

CAPTIONS - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be part of the agreement created.

COMPENSATION - Pinellas County shall pay Contractor upon Contractor's completion of, and Pinellas County's acceptance of, the services required herein, as specified. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70.

- **Invoicing** - Invoice(s) must be submitted to the billing address indicated on the face of the Standard Purchase Order. Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. 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.
- **Name Changes** - The successful contractor is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original purchase order or solicitation.
- **ePayables** - 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.

COMPLIANCE WITH APPLICABLE LAWS - Contractor certifies that all of the products and services 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 this date.

The laws of the State of Florida apply to any and all purchases made. Contractors shall 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.

DISCOUNTS - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for Pinellas County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

FISCAL NON-FUNDING - In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of then current fiscal period without penalty or expense to the Pinellas County.

GOVERNING LAW - The laws of the State of Florida shall govern this agreement.

INDEMNITY PROVISION - Contractor shall indemnify, pay the costs of defense, including attorney's fees and hold harmless the Pinellas County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property, by or from said Contractor; or by or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction or improvements; or by, or on account of, any act of omission, neglect or misconduct of the said Contractor, on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, bylaws, ordinance, order of decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the Pinellas County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

The successful bidder(s) agrees to indemnify the Pinellas County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the Pinellas County.

INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 - The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venture of the Pinellas 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 shall be considered a material breach and shall be grounds for immediate termination of the agreement, at the discretion of the Pinellas County.

INQUIRIES - Any inquiries relative to Purchase Order should be directed to the Purchasing Department. Collect telephone calls will not be accepted.

INSPECTION - Goods rejected due to inferior quality or workmanship will be returned to Contractor with charge for transportation both ways, plus labor, loading, packing, etc., and are not to be replaced except upon receipt of written instructions from Pinellas County.

INSURANCE - The Contractor shall maintain insurance acceptable to Pinellas County, in full force and effect throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with the insurance requirements, evidencing such coverage prior to the commencement of any work under this agreement.

MATERIAL QUALITY - All materials purchased and delivered against this agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the Pinellas County.

MATERIAL SAFETY DATA - In accordance with OSHA Hazardous Communications Standards, it is the seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

NON-EXCLUSIVE AGREEMENT - Award of this Agreement shall impose no obligation on the Pinellas County to utilize the vendor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. Pinellas County specifically reserves the right to concurrently agree with other companies to provide similar work if it deems such action to be in the Pinellas County's best interest. In the case of multiple-term agreements, this provision shall apply separately to each term.

PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR - The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this agreement and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this agreement. The Contractor shall maintain any and all permits and licenses required to complete this agreement.

PRICES - Prices are F.O.B. destination unless otherwise specified and agreed to by the Pinellas County.

- **DELIVERY/CLAIMS** - Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address (es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items

PURCHASE ORDER NUMBER - Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. Pinellas County will not be responsible for goods delivered without a Purchase Order Number.

REMEDIES - Buyer and Seller shall have all remedies afforded by the Uniform Commercial Code and applicable law.

RIGHT TO AUDIT - The Contractor shall retain records relating to this agreement for a period of at least three (3) 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, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, §2-176(j).

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 shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

TAX EXEMPTION - The Florida State Sales Tax Exemption Number for Pinellas County is on page one of the purchase order. Federal Excise Tax Exemption Number is available by contacting the Purchasing Department.

TAXES - Payments to Pinellas County are subject to applicable Florida taxes.

TERMINATION - Pinellas 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 shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to the Pinellas County, the Pinellas 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 Pinellas County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

VARIATION IN QUANTITY - Pinellas County assumes no liability for material produced, processed or shipped in excess of the amount specified herein.

WARRANTY - Seller warrants that the goods are merchandisable and as described in Purchase Order.



**Pinellas County Purchasing Department
Board of County Commissioners
Pinellas County**

400 S Ft Harrison Ave
6th Floor Annex Bldg
Clearwater FL 33756

Standard Purchase Order: 437626

Revision No: 0

Page 1 of 4

The Standard Purchase Order Number must appear on all packages, shipping notices, invoices and correspondence

PO Date	03-OCT-2019
Revision Date	
Buyer/Phone No	James Just 727-464-3205
Sales Tax Exempt No	85-8013287050C-7
Requisitioner Phone No Requisition No	Spriggs, Ms. Terresa Anne (Terri) 727-464-4033 93744
Director Approval	
Quote/Contact	44-1900377

Supplier:

S&ME Inc
111 Kelsey Ln Ste E
Tampa FL 33619
813-623-6646

Ship To:

Real Estate Management
Real Property Division
509 S East Ave
Clearwater, FL 33756
727-541-8040

Invoice To:

Finance Division Accounts Payable
Board of County Commissioners Pinellas County
PO Box 2438
Clearwater, FL 33757
727-464-8389

Notes:

Per contract 156-0008-CN (JJ) Environmental Engineering Consulting Services including Environmental Assessment and Remediation Activities. Approved by the Board of County Commissioners on August 9, 2016.

Reimbursable per the established and approved hourly rates in accordance with Contract No. 156-0008-CN. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of that area will be reimbursed in accordance with Section 112.061 F.S.

This PO replaces PO#425186 (\$262,407.12) and provides for the continuation of Remedial System O&M and Groundwater Monitoring of Former Zero Corporation Site through March 31, 2020. Proposal 44-1900377 adds \$58,308.00 for a total expenditure of \$320,715.12

Refer to proposal no. 44-1900377 dated 9/26/19.

Contact: Teri Hasbrouck 727-464-6967

Notes:

Supplier No	Payment Terms	Freight Terms	FOB	Ship Via	Delivery date
3654	Net 45	Freight Included	Destination	Best Way	

Line	County Item Number / Description	Quantity	UOM	Unit Price	Amount
1	Zero Site - labor & materials for continuation of groundwater sampling and remedial system operation & maintenance services Oct-19 thru Mar-20 per attached proposal; Contact: Teri Hasbrouck		Dollar (s)		58,308.00
	Charge Account 0001.361310.5310001.1901.002809A	58,308.0000			
This line references Contract Agreement 423591					
TOTAL					58,308.00

It is hereby certified that all provisions of the laws of Florida were complied with in issuing this order, and that there are sufficient and properly appropriated funds to liquidate this obligation. This purchase order is governed by the terms and conditions below.

Notice: Vendors doing business with Pinellas County are required to show proof of current Pinellas Construction licenses, if applicable

Board of County Commissioners

Pinellas County, Florida



(Authorized Signature)

TERMS AND CONDITIONS

ACCEPTANCE - ENTIRE AGREEMENT - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. Pinellas County and the Contractor shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to Pinellas County unless such provision is expressly agreed to and confirmed to in writing.

ASSIGNMENT/SUBCONTRACTING - The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without prior written consent of the Pinellas County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Pinellas 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 Pinellas 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.

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- **Invoicing** - Invoice(s) must be submitted to the billing address indicated on the face of the Standard Purchase Order. Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. 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.
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COMPLIANCE WITH APPLICABLE LAWS - Contractor certifies that all of the products and services 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 this date.

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PRICES - Prices are F.O.B. destination unless otherwise specified and agreed to by the Pinellas County.

- **DELIVERY/CLAIMS** - Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address (es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items

PURCHASE ORDER NUMBER - Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. Pinellas County will not be responsible for goods delivered without a Purchase Order Number.

REMEDIES - Buyer and Seller shall have all remedies afforded by the Uniform Commercial Code and applicable law.

RIGHT TO AUDIT - The Contractor shall retain records relating to this agreement for a period of at least three (3) 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, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, §2-176(j).

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 shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

TAX EXEMPTION - The Florida State Sales Tax Exemption Number for Pinellas County is on page one of the purchase order. Federal Excise Tax Exemption Number is available by contacting the Purchasing Department.

TAXES - Payments to Pinellas County are subject to applicable Florida taxes.

TERMINATION - Pinellas 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 shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to the Pinellas County, the Pinellas 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 Pinellas County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

VARIATION IN QUANTITY - Pinellas County assumes no liability for material produced, processed or shipped in excess of the amount specified herein.

WARRANTY - Seller warrants that the goods are merchandisable and as described in Purchase Order.



**Pinellas County Purchasing Department
Board of County Commissioners
Pinellas County**

400 S Ft Harrison Ave
6th Floor Annex Bldg
Clearwater FL 33756

Standard Purchase Order: 443033

Revision No: 0

Page 1 of 4

The Standard Purchase Order Number must appear on all packages, shipping notices, invoices and correspondence

PO Date	05-NOV-2020
Revision Date	
Buyer/Phone No	James Just 727-464-3205
Sales Tax Exempt No	85-8013287050C-7
Requisitioner Phone No Requisition No	Arispe, Ms. Lisa M 727-464-4862 99950
Director Approval	
Quote/Contact	

Supplier:

S&ME Inc
111 Kelsey Ln Ste E
Tampa FL 33619
813-623-6646

Ship To:

Public Works - ERB Building 1
22211 U. S. HWY 19 N
Clearwater, FL 33765
727-464-8900

Invoice To:

Finance Division Accounts Payable
Board of County Commissioners Pinellas County
PO Box 2438
Clearwater, FL 33757
727-464-8389 -
FinanceAccountsPay@MyPinellasClerk.org

Notes:

This Standard Purchase Order replaces SPO 437626.

Per Contract No. 156-0008-CN (JJ) Environmental Engineering Consulting Services including Environmental Assessment and Remediation Activities approved by the Board of County Commissioners on August 9, 2016.

The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of that area will be reimbursed in accordance with Section 112.061 F.S

This Purchase Order provides for Continuation of Remedial System O&M and Groundwater Monitoring October 2020 through March 2021 per the attached proposal No. 45-2000266, dated September 4, 2020.

Pinellas Contact: Dan Nedvidek 727-464-3185

Notes:

Supplier No	Payment Terms	Freight Terms	FOB	Ship Via	Delivery date
3654	Net 45	Freight Included	Destination	Best Way	

Line	County Item Number / Description	Quantity	UOM	Unit Price	Amount
1	Zero Site remediaton services. October 2020-March 2021		Dollar (s)		50,081.00
	Charge Account 0001.436041.5349000.2206.002809A	50,081.0000			
This line references Contract Agreement 423591					
TOTAL					50,081.00

It is hereby certified that all provisions of the laws of Florida were complied with in issuing this order, and that there are sufficient and properly appropriated funds to liquidate this obligation. This purchase order is governed by the terms and conditions below.

Notice: Vendors doing business with Pinellas County are required to show proof of current Pinellas Construction licenses, if applicable

Board of County Commissioners

Pinellas County, Florida



(Authorized Signature)

TERMS AND CONDITIONS

ACCEPTANCE - ENTIRE AGREEMENT - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. Pinellas County and the Contractor shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to Pinellas County unless such provision is expressly agreed to and confirmed to in writing.

ASSIGNMENT/SUBCONTRACTING - The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without prior written consent of the Pinellas County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Pinellas 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 Pinellas 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.

CAPTIONS - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be part of the agreement created.

COMPENSATION - Pinellas County shall pay Contractor upon Contractor's completion of, and Pinellas County's acceptance of, the services required herein, as specified. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70.

- **Invoicing** - Invoice(s) must be submitted to the billing address indicated on the face of the Standard Purchase Order. Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. 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.
- **Name Changes** - The successful contractor is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original purchase order or solicitation.
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COMPLIANCE WITH APPLICABLE LAWS - Contractor certifies that all of the products and services 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 this date.

The laws of the State of Florida apply to any and all purchases made. Contractors shall 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.

DISCOUNTS - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for Pinellas County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

FISCAL NON-FUNDING - In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of then current fiscal period without penalty or expense to the Pinellas County.

GOVERNING LAW - The laws of the State of Florida shall govern this agreement.

INDEMNITY PROVISION - Contractor shall indemnify, pay the costs of defense, including attorney's fees and hold harmless the Pinellas County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property, by or from said Contractor; or by or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction or improvements; or by, or on account of, any act of omission, neglect or misconduct of the said Contractor, on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, bylaws, ordinance, order of decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the Pinellas County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

The successful bidder(s) agrees to indemnify the Pinellas County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the Pinellas County.

INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 - The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venture of the Pinellas 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 shall be considered a material breach and shall be grounds for immediate termination of the agreement, at the discretion of the Pinellas County.

INQUIRIES - Any inquiries relative to Purchase Order should be directed to the Purchasing Department. Collect telephone calls will not be accepted.

INSPECTION - Goods rejected due to inferior quality or workmanship will be returned to Contractor with charge for transportation both ways, plus labor, loading, packing, etc., and are not to be replaced except upon receipt of written instructions from Pinellas County.

INSURANCE - Pinellas County Risk Management requires a certificate of insurance from Vendors that the Purchasing Department orders goods and services from. The limits shown below are the minimum acceptable limits for General Liability insurance. Purchase orders for goods or services that generate greater risk exposure may require additional insurance limits and / or coverages. **You will be notified by Purchasing Department of any additional requirements that may apply to a specific purchase order type.**

Limits:

Commercial General Liability:

Each Occurrence: \$1,000,000.00

Personal and Advertising Injury: \$1,000,000.00

General Aggregate: \$2,000,000.00

Products and Completed Operations Aggregate: \$2,000,000.00

The Purchasing Department must receive and submit to Risk Management for approval your company's certificate of insurance before goods or services may be ordered.

It is vital that "Pinellas County, a political Subdivision of the State of Florida" be shown as both certificate holder and indicated as additional insured.

If you have any questions regarding the completion of the insurance certificate contact Pinellas County Risk Management at (727) 464-3664.

MATERIAL QUALITY - All materials purchased and delivered against this agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the Pinellas County.

MATERIAL SAFETY DATA - In accordance with OSHA Hazardous Communications Standards, it is the seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

NON-EXCLUSIVE AGREEMENT - Award of this Agreement shall impose no obligation on the Pinellas County to utilize the vendor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. Pinellas County specifically reserves the right to concurrently agree with other companies to provide similar work if it deems such action to be in the Pinellas County's best interest. In the case of multiple-term agreements, this provision shall apply separately to each term.

PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR - The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this agreement and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this agreement. The Contractor shall maintain any and all permits and licenses required to complete this agreement.

PRICES - Prices are F.O.B. destination unless otherwise specified and agreed to by the Pinellas County.

- **DELIVERY/CLAIMS** - Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address (es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items

PURCHASE ORDER NUMBER - Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. Pinellas County will not be responsible for goods delivered without a Purchase Order Number.

REMEDIES - Buyer and Seller shall have all remedies afforded by the Uniform Commercial Code and applicable law.

RIGHT TO AUDIT - The Contractor shall retain records relating to this agreement for a period of at least three (3) 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, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, §2-176(j).

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 shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

TAX EXEMPTION - The Florida State Sales Tax Exemption Number for Pinellas County is on page one of the purchase order. Federal Excise Tax Exemption Number is available by contacting the Purchasing Department.

TAXES - Payments to Pinellas County are subject to applicable Florida taxes.

TERMINATION - Pinellas 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 shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to the Pinellas County, the Pinellas 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 Pinellas County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

VARIATION IN QUANTITY - Pinellas County assumes no liability for material produced, processed or shipped in excess of the amount specified herein.

WARRANTY - Seller warrants that the goods are merchandisable and as described in Purchase Order.

Vendor Signature

Vendor hereby agrees to the above Standard Purchase Order Terms and Conditions:

Signature: _____

Print Name: _____

Title: _____

Date: _____