

GOODS AND SERVICES AGREEMENT

THIS GOODS AND SERVICES AGREEMENT ("Agreement") is made as of this 19th day of July, 2022 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Stryker Sales, LLC, 2825 Airview Blvd., Kalamazoo, MI 49002 ("Contractor") (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to the non-competitive purchase for 22-0369-N for Stryker Medical - Hydraulic Stretchers goods and 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, 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. The execution of this Agreement is subject to and expressly limited by the Terms and Conditions hereon. County and the Contractor are not 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 or from County unless such provision is expressly set forth herein.

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 EMS Administrative Manager.

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 and the County shall mutually agree upon the compensation for such Additional Services, and shall execute an amendment to this Agreement specifying the Additional Services to be provided and the compensation to be paid therefore. Contractor shall not be obligated to commence performing the applicable Additional Services until such an amendment is executed by the Parties.

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 twelve (12) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

☒ The Parties may extend the term of this Agreement for two (2) additional twenty-four (24) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein. Neither Party shall be under any obligation to agree to such an extension.

5. Survivability. Intentionally Omitted.

6. 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 C and which is incorporated by reference hereto.

7. Delivery / Claims. Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED 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.

8. Intentionally Omitted.

9. Material Quality. - All goods and materials purchased and delivered pursuant to this Agreement will be free from defects in material and workmanship. Any materials damaged or not in first quality condition upon receipt must be exchanged within 30 days from receipt of shipment at no charge to County.

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

11. Purchase Order Number. Each order 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. County will not be responsible for goods delivered without a Purchase Order Number.

12. 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.

13. Warranty. Contractor warrants that the goods provided hereunder shall be free from manufacturing and material defects for a period of one year after delivery. Any goods that become defective during this period shall be repaired or replaced, such determination being at County's sole discretion. All warranties hereunder are made subject to the proper use by County in the application for which such goods were intended. The warranty provided hereunder does not cover any goods (i) that have been misused, modified, refurbished or repaired without the prior consent of Contractor, (ii) that have been subjected to unusual stress or have not been properly maintained or (iii) on which any original serial numbers or other identification marks have been removed or destroyed. In any event, Contractor's liability shall be limited to the replacement value of any damaged or defective part. THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 13 IS THE ONLY WARRANTY APPLICABLE TO THE GOODS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY CONTRACTOR EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The provision above is in addition to any other manufacturer warranties that are expressly available and applicable to County.

14. Compensation and Method of Payment.

A. Goods and Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 14 ("Goods and 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 14 B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 37 of the Agreement.

B. The County agrees to pay the Contractor the total annual not-to-exceed sum of two hundred and eighty-four thousand, eighty-eight dollars and eight cents (\$284,088.08) 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 C, payable upon submittal of an invoice as required herein.

C. Travel Expenses.

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

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

E. Payments and Invoicing. 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 the designated person as set out in Section 34 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.

15. Acceptance of Goods and Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through Greg Woodrum, EMS Administrative Manager or designee, will have between ten (10) to thirty (30) days 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 Stryker Sales. 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. 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 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.

17. 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 any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

18. Personnel.

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. 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 as 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 for 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.

19. 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.

20. 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.

21. Applicable Law and Venue. This Agreement and any and all purchases made hereunder 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.

22. 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.

23. 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.

24. 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.

25. Remedies. County and Contractor will have all remedies afforded by applicable law.

26. 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, if such failure continues fifteen (15) days after County has provided Contractor with written notice describing the nature of the failure in reasonable detail, 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.

27. 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.

28. 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.

29. 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.

30. Digital Accessibility

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 31(b) of this Agreement, "Indemnification."

31. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, 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 third party damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character arising directly from (i) any defect in materials or workmanship of any goods delivered hereunder; or (ii) the negligence, willful misconduct, or violation of applicable law by Contractor or the Contractor Personnel in the performance of Contractor's obligations under this Agreement. This indemnification applies only if the instructions outlined in the labeling, manual, and/or instructions for use are followed. This indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than an employee or agent of Contractor, (ii) the failure of any person other than an employee or agent of Contractor to follow any instructions for use of the goods or services, or (iii) the use of any product not purchased from Contractor or any good that has been modified, altered or repaired by any person other than an employee or agent of Contractor.
- 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.

32. 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.

33. Survival. Any provisions in which by their nature would survive the expiration or termination of the Term of this Agreement.

34. 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: EMS Administrative Manager,
Greg Woodrum
12490 Ulmerton Road, Ste. 134
Largo, FL 33774

For Contractor:

Attn: Account Manager, Paige VanderWall
Stryker Sales, LLC
2825 Airview Blvd.
Kalamazoo, MI 49002

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

35. 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.
- 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 Contractor 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.

36. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including documentation or improvements related thereto, 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.

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

38. 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.

39. 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.

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

41. Force Majeure. “Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event

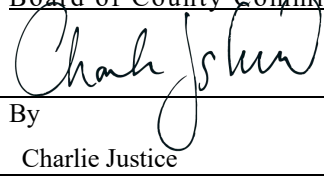
(Signature Page Follows)

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


By _____
Charlie Justice

Chairman



ATTEST: KEN BURKE, CLERK

By: 

Approved as to Form

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

By: _____

Office of the County Attorney

Stryker Sales, LLC

Name of Firm

By: 

Signature

Jennifer N. Collins

Print Name

Manager, Contracts and Pricing

Title

EXHIBIT A

STATEMENT OF WORK

Stryker Medical will provide eleven (11) Power-PRO XT Powered Ambulance Cots and seventeen (17) Stair-PRO Stair Chairs as detailed in the attached specification sheets.

Power-PRO XT Powered Ambulance Cots utilize a battery-powered hydraulic system effectively raising and lowering a cot at the touch of a button. Use of the Power-PRO XT has proven to reduce spinal loading, resulting in reduced injuries, lost or modified workdays and Workers' Compensation costs, and increased recruitment and retention of EMS workers. Similarly, the Stair-PRO stair chairs offers reduced risk for caregiver injury when handling patients in a stairway.

Medical equipment described above will arrive with preventative maintenance performed. A year from purchase, ProCare Preventative Maintenance (ProCare) will be performed on both the Power-PRO XT Cots and the Stair-PRO Stair Chairs. ProCare Preventative Maintenance is conducted by Stryker professionals and provides a proactive approach to preventive maintenance.

Maintenance on the Stair-PRO Stair Chairs includes the following:

Inspect the following items:

- _____ All fasteners secure (reference all assembly drawings)
- _____ All welds intact, not cracked or broken
- _____ No bent or broken tubing or sheet metal
- _____ No debris in wheels
- _____ All wheels secure and rolling
- _____ Front casters secure, rolling, and swiveling (if equipped)
- _____ Wheel locks hold wheels securely when on and clear the wheels when off
- _____ Chair unfolds and locks properly
- _____ No rips or cracks in seat or backrest
- _____ Restraint straps intact and working
- _____ Foot end carrying handles extend and lock in place
- _____ Head end carrying handles fold and unfold
- _____ Upper control handle extends and locks in all positions
- _____ Stair-TREAD system mechanism unfolds and locks in place (if equipped)
- _____ Stair-TREAD system belt rolls (if equipped)
- _____ Stair-TREAD system belt inner cords not showing; replace if necessary (if equipped)
- _____ Stair-TREAD system performs as desired; recondition belts if necessary (if equipped)
- _____ No lubricants present on the Stair-TREAD system belts or the track frame surfaces
- _____ Upper release handle cable not worn or frayed; replace if necessary (Model 6252)
- _____ Optional accessories intact and operating properly

EXHIBIT A

STATEMENT OF WORK

Maintenance on the Power-PRO XT includes the following:

Item	Routine
Settings	Verify the in-fastener shut-off is configured properly Verify the cot and fastener fit and function properly Verify the safety bar engages the vehicle safety hook properly
Cylinder	All fasteners are secure (reference all assembly drawings) Verify the cylinder is adjusted so the lock nut is tight and the cot stops moving when it hits the dead stops Inspect for and verify that there are no hydraulic fluid (red) leaks; inspect the fittings and tighten as necessary Extend cylinder rod completely and wipe down rod with soft cloth and household cleaner
Hydraulics	Inspect motor mount and verify that all fasteners are secure Verify that there are no hydraulic fluid leaks Inspect the reservoir and verify that there are no leaks Inspect hoses and fittings for damage or wear Verify the hydraulic velocity fuse - Place a weight of approximately 50 lb on the cot, raise the cot, lift the cot with two operators, pull the manual back-up release handle, rapidly set the cot down, verify that the cot does not drop
Electronic Controls	Extend cot to raised position, measure and check load height Verify "jog" function is operating Verify high speed retract is working
Switches	Verify there is no damage or wear to either switch Verify both switches operate correctly
Cables/Wires	Verify there is no damage or pinching of wiring harness, cables or lines Check routing(s) and connection(s), verify there are no hanging wires Verify there are no damaged connectors

EXHIBIT A

STATEMENT OF WORK

Manual Back-up Release Handle	Verify that the manual back-up release handle functions properly Verify the manual back-up release handle returns to the stowed position Verify the base extends/retracts smoothly when the manual back-up release handle is engaged With 100 lb or more on the cot, verify the cot does not lower when the manual backup release handle is pulled
Litter	Inspect the cot frame/litter Verify all welds intact, not cracked or broken Verify no bent, broken or damaged components Verify all fasteners secure (reference all assembly drawings) Verify warning labels present, legible (reference assembly drawings) Verify no damage or tears on cot grips Verify the siderails operate and latch properly Verify the backrest cylinder operates properly Adjust pneumatic cylinder for full range of motion, if required Verify the footrest operates properly
Mattress	Verify no cracks or tears on cot mattress
Restraints	Inspect patient restraints for proper function and no excessive wear (bent or broken receiver or latch plate, torn or frayed webbing, etc.)
Base	Inspect the cot frame/base Verify all welds intact, not cracked or broken Verify no bent, broken, or damaged components Verify all fasteners secure Verify that the cot retaining post is secure. If not secure, then the screw must be replaced. Verify no excessive damage to X-frame guards
Wheels	Verify wheels are free of debris Verify all wheels secure, rolling and swiveling properly Check and adjust optional wheel lock(s) as necessary
X-Frame	Verify smooth operation of X-frame

EXHIBIT A

STATEMENT OF WORK

Item	Routine
Head Section	Verify all fasteners secure Verify no bent, broken, or damaged components Verify the head section extends and locks properly Verify the grip bar has no excessive damage or tears Verify load wheels are secure and roll properly Verify the safety bar operates properly. Pull toward the head section to ensure that it swings and rotates freely and pulls back to home position.
Battery	Inspect the SMRT Pak housing and terminal area for cracks or damage
Accessories	Inspect the straps and clips on the retractable head section oxygen bottle holder (optional) for wear Verify the I.V. pole (optional) operates properly Verify the head extension & pillow (optional) operates properly Verify the restraint extender (optional) operates properly Verify that the defibrillator platform straps (optional) are intact - not frayed or torn Verify that both defibrillator platform (optional) latch hooks are intact and secure Verify the kickstand (optional) retracts fully to the transport position Verify that the kickstand (optional) bolts are tightened properly Lubricate the kickstand spring and internal spring housing (optional) using Tri-Flow® lubrication

Stair-PRO®

Stair Chair



3800 E. Centre Avenue
 Portage, MI 49002 USA
 t: 269 329 2100
 toll free: 800 327 0770
 ems.stryker.com

Standard Features

- High visibility powder-coated frame
- Color-coded controls
- Extendable foot end lift handles
- Locking rear lift handles
- Molded hand grips
- Lightweight, rugged aluminum construction
- Oversized rear wheels with sealed bearings
- Dual wheel locks
- Compact storage size
- Positive action locking mechanism
- Power washable
- Grease-free maintenance

Model 6252 Standard Features

- Innovative Stair-TREAD™ system
- Extendable upper control handle
- 4 in. (10 cm) front caster wheels

Optional Features

- Two-piece molded ABS seat
- One-piece traditional vinyl seat
- Color-coded patient restraints⁴ (plastic buckles)
- Non-absorbent patient restraints⁴ (metal buckles)
- Polyester patient restraints⁴ (metal buckles)
- Patient head support (model 6252 only)
- O2 bottle holder
- Vinyl head support
- Polypropylene head support
- IV clip
- Foot support

Specifications¹

• Models	6252
• Height	37.5 in. (95.25 cm)
• Width	20.5 in. (52 cm)
• Depth ²	28 in. (71 cm)
• Folded Depth	8 in. (20 cm)
• Weight	32.8 lb (14.9 kg)
• Maximum Load ³	500 lb (228 kg)

Warranty

- One year parts and labor or two year parts only
- fifteen months parts and labor
- Two year parts and labor
- Two year parts, labor and one year soft goods
- Lifetime on all welds*

Extended warranties available.

*7-year service life

¹Dimensions are measured from the outermost edges of the main frame. Specifications are rounded to the nearest whole number. Conversions are calculated before rounding.

²Depth dimensions are measured with extendable handles retracted.

³Maximum load capacity is total weight distributed in accordance to basic human anatomy. EMTs must consider the weight of the patient, equipment and accessories when determining the total weight on the product.

⁴Patient restraint set includes two cross-chest restraints and one ankle restraint. Cross-chest restraints can also be used in a chest and lap restraint configuration.

Stryker reserves the right to change specifications without notice.

Specifications are rounded to the nearest whole number. Conversions are calculated before rounding.

The yellow and black color scheme is a registered trademark of Stryker Corporation

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: **Stair-PRO**, **Stryker**, . All other trademarks are trademarks of their respective owners or holder.

Power-PRO™ XT

Powered Ambulance Cot



3800 E. Centre Avenue
Portage, MI 49002 USA
t: 269 329 2100
toll free: 800 327 0770
ems.stryker.com

Standard Features

- Automatic in-cot fastener shut-off
- Manual back-up release handle
- Automatic high-speed retract
- Battery-powered hydraulic lift system
- Preventative maintenance hour meter
- Battery pack power level indicator
- Settable load height with jog function
- Color-coded controls
- High visibility powder-coated frame
- Lightweight, rugged aluminum construction
- Optimized lift bar and control design
- Lower lifting bar
- Lift-capable safety bar
- Integrated bumper system
- Retractable head section
- Floor-mounted safety hook
- One-hand release, fold down siderails
- One-hand release, infinite positioning, pneumatically assisted backrest
- Oversized wheels with sealed caster and wheel bearings
- Sealed bolster mattress
- Shock or flat leg positioning
- Two lap belts and one four-point shoulder restraint
- Built-in pull handle
- X-frame guards
- Power washable
- SMRT power system (12V DC, 120V AC and 240V AC options available)

Optional Features

- Heavy duty two- or three-stage IV poles (patient right or left)
- Permanent or removable O₂ bottle holders (head end, foot end or fowler)
- Sealed flat mattress
- Dual wheel locks
- Head extension
- Pillow
- Equipment hook
- Backrest storage pouch
- Head end storage flat
- Defibrillator platform
- Base storage net
- Knee gatch
- SMRT charger mounting bracket
- Power-LOAD™ compatibility

Specifications

Model Number	6506
Height¹ (infinite height positioning between lowest and highest position)	
Highest Position	41.5 in. (105 cm)
Lowest Position	14 in. (36 cm)
Length	
Standard	81 in. (206 cm)
Minimum	63 in. (160 cm)
Width	23 in. (58 cm)
Weight²	125 lb (57 kg)
Wheels	
Diameter	6 in. (15 cm)
Width	2 in. (5 cm)
Articulation	
Backrest	0 – 73°
Shock Position	+ 15°
Optional Knee Gatch	30°
Maximum Weight Capacity³	700 lb (318 kg)
Minimum Operator Required	
Occupied Cot	2
Unoccupied Cot	1
Recommended Fastener System	
Power-LOAD	Model 6390
Floor Mount	Model 6370 or 6377
Wall Mount	Model 6371
Recommended Loading Height⁴	Up to 36 in (91 cm)

Warranty

- Two-year parts, and labor
- Two year bumper to bumper
- One-year soft goods
- Three-year X-frame components
- Three-year limited powertrain
- Lifetime on all welds

Extended warranties available.

7-year service life.

¹ Height measured from bottom of mattress, at seat section, to ground level.

² Cot is weighed with one battery pack, without mattress and restraints.

³ 700 lb weight capacity with an unassisted lift capacity of 500 lb (Cot loads over 300 lb (136 kg) may require additional assistance to meet the set cot load height).

⁴ Can accommodate load decks up to 36 in. Load height can be set between 26 in and 36 in.

Stryker reserves the right to change specifications without notice.

In-service video included with every order.

The Power-PRO XT is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

The Power-PRO XT is designed to be compatible with competitive cot fastener systems.

The yellow and black color scheme is a registered trademark of Stryker Corporation

Meets dynamic crash standards with Power-LOAD cot fastening system (AS/NZS-4535, BS EN-1789 with X-restraints and SAE J3027) and Performance-LOAD cot fastening system (SAE J3027 with X-restraints).

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: **Power-LOAD, Power-PRO, Stryker, .** All other trademarks are trademarks of their respective owners or holder.

Certifications



IPX6 IEC-60601-1



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EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE

The Vendor must provide a certificate of insurance and copies of endorsement(s) in accordance with the insurance requirements listed below.

2. 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 third party damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character arising directly from (i) any defect in materials or workmanship of any goods delivered hereunder; or (ii) the negligence, willful misconduct, or violation of applicable law by Contractor or the Contractor Personnel in the performance of Contractor's obligations under this Agreement. This indemnification applies only if the instructions outlined in the labeling, manual, and/or instructions for use are followed. This indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than an employee or agent of Contractor, (ii) the failure of any person other than an employee or agent of Contractor to follow any instructions for use of the goods or services, or (iii) the use of any product not purchased from Contractor or any good that has been modified, altered or repaired by any person other than an employee or agent of Contractor

- A. Submittals should include the Vendor's current Certificate(s) of Insurance. If the certificate received is compliant, 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). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be included as an Additional Insured for Commercial General Liability.**
- B. 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. The County reserves the right to require a copy of the required endorsement(s), at any time during the Quote and/or contract period. In the event that County has a reasonable expectation of defense and/or indemnification with respect to a third-party claim under the terms of this Agreement and the Proposer or its insurer declines to accept County's tender of such claim, Vendor shall furnish copies of the relevant insurance policy(ies) at County's request.
- C. 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) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.
 - 1) The Vendor shall also notify the County within ten (10) days after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. 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 the entity's name that responded to the solicitation and/or is signing the agreement with the County is

EXHIBIT B

INSURANCE REQUIREMENTS

a subsidiary of the Named Insured, the entity's name shall also be evidenced on the Certificate of Insurance.

- 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.

The 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:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, 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) **Property Insurance:** Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

PAYMENT SCHEDULE

Equipment Products:

#	Product	Description	Quantity	Sell Price	Total
1.0	650605550002	Power-PRO XT MTS Mid: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Trendelenburg, dual compatibility, backrest storage pouch	11	\$19,943.85	\$219,382.35
2.0	6506700017	FOOT END 02 BOTTLE HOLDER KIT	11	\$193.56	\$2,129.16
3.0	6252000000	Stair-PRO Model 6252	17	\$3,369.21	\$57,276.57
3.1	7777881660	1 year parts, labor & travel			
3.2	6252009001	Stair-Pro Operations Manual			
3.3	6250021000	2 Piece ABS Panel Seat			
3.4	6250001162	In-Service Video (DVD)			
3.5	6252026000	Common Components			
3.6	6250160000	Polypropelene Restraint Set(Plastic Buckles)			
3.7	6252022000	Main Frame Assy Option			
3.8	6250024000	Standard Length Lower LiftHandles			
3.9	6252028000	No Foot Rest Option			
3.10	6252024000	No IV Clip Option			
Equipment Total:					\$278,788.08
4.1	77100ST	ProCare Power-PRO Preventive Maintenance: Annual onsite preventive maintenance inspection for Power-PRO XT MTS Mid: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Trendelenburg, dual compatibility, backrest storage pouch	11	\$267.00	\$2,937.00
4.2	77301ST	ProCare Stair Chair Preventive Maintenance: Annual onsite preventive maintenance inspection (AM) for Stair-PRO Model 6252	17	\$139.00	\$2,363.00
ProCare Total:					\$5,300.00
Grand Total:					\$284,088.08

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.
- 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.

EXHIBIT E

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.