

AGREEMENT

GOODS AND SERVICES AGREEMENT

THIS GOODS AND SERVICES AGREEMENT is made as of **Click or tap to enter a date.** (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and Fortiline Waterworks, located in Concord, North Carolina ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to Contract No. 22-0123-B-BW ("ITB") for; 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 provide Goods and perform the Services as set forth in this Agreement.

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

1. Definitions

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced in this Goods and Services Agreement, 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 the Statement of Work Exhibit 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. Execution of Agreement

The execution of this Agreement is 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, estimate and/or scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

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3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Exhibit A, Section 6, and the insurance coverage(s) required in Exhibit B, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. 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 the Maintenance Section 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 shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. 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 goods and/or 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.

5. 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 twenty-four (24) 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) 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.

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6. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, 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. Inspection

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

9. Material Quality

All goods and materials purchased and delivered pursuant to 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 must be exchanged within 24 hours of notice to the Contractor 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

Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

14. Compensation and Method of Payment

- A. **Goods and Services Fee** - As total compensation for the Goods and Services, the County shall pay the Contractor the sums as provided in this Section Compensation and Method Payment ("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 Goods and Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to provide Goods and perform all of the Services required by this Agreement. In no event will the Goods and Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of **\$384,559.38**, with an annual amount not-to-exceed **\$192,279.69 per year**, for Goods and Services completed and accepted herein, 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. **Price Adjustment** - Pricing is based on group discounts from the most current manufacturer's suggested retail price list (MSRP). **The MSRP may only be adjusted as per the bolded sentence below.** It is the vendor's responsibility to request any MSRP price list updates. The quarterly price adjustment request must be accompanied by supporting documentation, including a copy of the manufacturer's current price list. If products

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on MSRP are offered at lower price or sale promotion, the County shall receive the reduction if lower than the discount established by bid.

MSRP price list can only be updated once per quarter and must be submitted in writing with the revised MSRP Price Pages. Price increases, once approved, will go into effect sixty (60) days after the respective price increase is approved by the County.

- D. **Term Extension Price Adjustment** - If the vendor requests a price adjustment under this provision, the vendor's request for adjustment shall be submitted in writing with the revised MSRP price pages sixty (60) days prior to the anniversary date of the price adjustment implementation. Vendor shall provide documentation of the change in the MSRP pricing from the date of the previous contract adjustment, if any. The vendor adjustment request shall not exceed more than one price adjustment request per calendar year for the term extension period.

If the county requests a price adjustment under this provision, the county's request for adjustment shall be submitted between sixty (60) days prior to date that the price adjustment implementation. The county shall provide documentation of the change in the price index from the date of the initial award or previous contract adjustment, if any. The County adjustment request shall not be in excess of the relevant pricing index change and shall not exceed more than one price adjustment request per calendar year.

E. **Travel Expenses** -

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

- F. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- G. **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:

☒ to the designated person as set out in the Notices Section 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 Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Maintenance Section Manager or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Fortiline Waterworks. 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 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 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.

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Discount privilege will apply from date of scheduled delivery, the date or 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 Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

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

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

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

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

C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with

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sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

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

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:

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- i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
- i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or
 - iii. the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

26. 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 the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

27. 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

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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.

28. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 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.

29. 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,

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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 the Liability and Insurance – Indemnification Section of this Agreement, “Indemnification.”

30. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney’s fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney’s fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers’ Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the “ADA”) except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor’s negligence or willful action or failure to act.
- D. **Contractor’s Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers’ compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor’s assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

31. 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.

32. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

33. 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 (3) 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:

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For County:

Attn: Misael Munoz

Maintenance Section Manager

Pinellas County Utilities

6730 142nd Avenue North

Largo, FL 33771

mmunoz@pinellascounty.org

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

mceleste@pinellascounty.org

For Contractor:

Attn: Kris Solano

Municipal Sales Representative

Fortiline Waterworks

7025 Northwinds Drive Northwest

Concord, NC 28027

kris.solano@fortiline.com

34. 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.

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35. Right to Ownership

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

36. Amendment

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

37. 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.

38. 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.

39. 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.

40. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement
- B. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

AGREEMENT

41. Entirety

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

(Signature Page Follows)

Industrial Plumbing Supplies

AGREEMENT

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

Fortiline Waterworks

Name of Firm

By

By: *Keith Tippet*

Signature

Keith Tippet

Print Name

General Manager

Title

APPROVED AS TO FORM

By: *Keiah Townsend*
Office of the County Attorney

AGREEMENT**EXHIBIT A - STATEMENT OF WORK****1. OBJECTIVE:**

In accordance with specifications detailed herein, this agreement establishes a contract for Pinellas County for industrial plumbing supplies, furnished for Pinellas County Utilities (PCU), Maintenance Department (GMD) warehouses on an as needed basis. This awardee will make a concerted effort to standardize warehouse operations and guarantee continuity of supply for both day-to-day orders and emergency orders.

2. BACKGROUND:

PCU supports four major functions: Water, Wastewater, Reclaim, and Solid Waste.

The work management system currently deployed within the Utilities Department is CityWorks. The CityWorks software is the primary program for managing inventory, scheduling maintenance of the infrastructure, creating requisitions, and issuing materials to trucks (aka rolling warehouses). Inventory is tracked and purchased based on the information provided in CityWorks.

3. PLACEMENT OF ORDERS: All orders will be placed by Pinellas County Utilities ("PCU") Representatives on an as-needed basis for the quantity required at the time during the term of the Contract.

a. The Contractor shall provide PCU with the ability to place orders online.

Online ordering to include, but not limited to:

- i. Such as capabilities for the PCU Representative to search for product on the Contractor's website utilizing the County's part number or product name and add such part numbers or products to its order.
- ii. Ability to review an order to see if it has been shipped and/or if specific items are on backorder.
- iii. Ability to examine stock quantities for efficient order placement.
- iv. Contractor shall provide examples of website capabilities.
- v. County part numbers and descriptions will be cross-referenced with the contractors internal part numbers and descriptions.
- vi. PCU shall have the ability to place orders by purchase order, email, text message, and PCard.

PCU may require deliveries to all plant locations and/or repair sites, up to and including the two warehouse locations:

**Pinellas County Utilities
South General Maintenance Dispatch
6730 142nd Avenue North
Largo, FL 33771**

**Pinellas County Utilities
North General Maintenance
3900 Dunn Drive
Palm Harbor, FL 34683**

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4. **CONTRACTOR REQUIREMENTS:** Contractor shall provide all services and furnish required materials as specified or indicated:
- a. Maintain constant contact with PCU staff in order to maintain minimum quantities of contracted stock to support daily PCU operations at GMD warehouses. The Contractor shall be responsible to hold and furnish a stock inventory program for PCU at their local facility, to enable timely delivery on an as needed basis with a lead time of no more than four (4) business hours from receipt of request.
 - i. This shall include providing information as to impending supply chain issues and concerns and to make a concerted effort to stock above the maximum inventory, if and when a threat may be imminent.
 - b. Contractor shall ensure that minimum levels of specified stock are being maintained by providing County staff with 24/7 access to the Contractor's inventory database for inquiry, with a downloadable option to an excel spreadsheet for printing.
 - c. Provide an on-line order system via an internet link complete with access to real-time management reports. Accept Pinellas County Pcard as form of payment.
 - d. Furnish and deliver requested materials generally within 1-3 business days to any designated PCU site within geographical Pinellas County. Bidder shall stock and manage a minimum inventory to meet or exceed seven (7) calendar day requirements. Large project orders shall be delivered to the project site throughout geographical Pinellas County, as specified by PCU. Requests shall be made at the time of order. Same day delivery or within eight (8) business hours shall be required for emergency orders as defined by the County.
 - e. Shipments shall be accepted only between the hours of 8:00 A.M. and 2:30 P.M. Shipments received after 2:30 P.M. or without a delivery/shipping ticket shall be refused. If shipping instructions regarding pallets, crates, boxes, etc., as specified in the Exhibit F - Materials Specifications Manual are not complied with, the shipment will be refused.
 - f. Provide contact name and telephone number for 24/7 assistance for emergencies.
 - g. Review PCU GMD's current warehouse business processes and recommend "best practices" to help reduce future costs and maximize efficiencies. The Contractor will work with GMD staff in a manner that will maximize staff time, reduce inventory levels, and minimize stock outages. The Contractor will have set schedules with each warehouse to review stock levels, (minimums/maximums), conduct analysis', review reports, disseminate new information, review outstanding issues, help to streamline processes, and provide any new information that is pertinent to the Utility industry. A heavy emphasis shall be placed on optimal business process design and effective change management within the inventory control and warehousing environment.

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- h. Manufacturer/Model: Manufacturers/brands provided for herein have been tested and Contractor represents that all items offered are in accordance with PCU's the then current Material Specification Manual <http://www.pinellascounty.org/technical/pdf/material-spec-manual.pdf>.

- i. Only materials meeting the Pinellas County Material Specification Manual will be acceptable. Where no manufacturer/brand, model, and/or manufacturer part number is specified, any materials meeting Pinellas County's Design Manual specifications and the item description provided by Pinellas County Utilities will be accepted. The Company shall be authorized by the manufacturer/brand to sell its Products, where such authorization is required.

- j. Warranty: All Products supplied under the Contract shall be covered by a manufacturer's written guarantee and/or warranty that such Products will be free from defects in materials, workmanship, and performance for a minimum of one year; merchantable and in full conformity with the Specifications based upon, industry standards, dimension charts, representations, and samples. The Company shall administer the warranty on PCU's behalf and shall ensure that the manufacturer repairs or replaces defective product in accordance with the applicable manufacturer's warranty.
 - i. The Company shall provide Pinellas County with copies of the manufacturer's written warranty for each Product, as requested.
 - ii. Pinellas County shall not be responsible for any costs associated with warranty repairs and/or replacements.

- k. Delivery and Pickup: Products shall be delivered to any PCU location, as specified upon order placement. Locations may include, but not be limited to, warehouses, lift stations, wastewater treatment plants, and water treatment plants.
 - i. PCU shall reserve the right to pick up product from the Contractor's location(s).
 - ii. All in-stock products delivered under the Contract shall be delivered F.O.B. Destination within two (2) business days from order placement. Delivery and freight charges are to be included in unit price.
 - iii. Backordered items shall be delivered to PCU, once in-stock. 3.7.5.
 - iv. Each order delivered shall have a packing slip enclosed. The packing slip shall clearly show the purchase order number, items ordered, County part number, unit of measure, contract pricing, items enclosed, and identify any items on backorder.
 - v. All delivery personnel of the Contractor may be subject to background checks at the discretion of the County.

- l. Stock, Backorder, and Location Requirements: The Contractor shall have at least one Stocked Facility located within a proximity to Pinellas County.
 - i. Product(s) to be picked up by PCU Representatives within one hour of order placement.

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- ii. A Stocked Facility shall mean its day-to-day operations involve stocking at least seventy-five percent of the total number of products defined in this ITB, regardless of the quantity stocked.
 - iii. Products ordered that result in a backorder shall be tracked by the Contractor in such manner that PCU can identify the backordered Products and associated quantities to avoid overstocking.
 - iv. Backordered Products shall not be invoiced until received by the County.
- m. Customer Service Representative: The Contractor must dedicate at least one Contract Point of Contact (POC) available by cell phone and email to address the needs of PCU. POC will be required to facilitate PCU's needs 24 hours per day, seven days per week, as necessary. This includes the ability for the POC to meet PCU Representatives (or their designees) at the Contractor's location before or after hours to pick up Product(s). POC shall be available to attend meetings regarding Product issues, upon request; will be responsible for providing immediate response and quick resolution of all the Service issues and complaints of PCU personnel; shall have an in depth knowledge of all items provided in this bid and have immediate access to manufacturers providing the Product items; and, shall have the ability and authority to make decisions on behalf of their employer enabling them to provide both normal and emergency services, as necessary.
 - i. PCU reserves the right to request an alternate Customer Representative be provided should the then current Customer Service Representative not perform in a professional manner and/or fail to provide services as defined herein as deemed necessary in the sole discretion of the County.
- n. Returns and Restocking Charges: The Contractor or applicable manufacturer must pick up any Products to be returned within twenty-four hours after PCU notifies the Contractor of the return. PCU will not pay restocking fees for Products that have been returned unless it is subject to minimum inventory requirements under this Agreement or is a specialty Product and PCU has been notified, at the time of placement of order, of the potential restocking charge. The Contractor shall issue a credit memo to the County within seven (7) calendar days of the return.
 - i. Reporting: The Contractor shall provide to PCU a usage report in a Microsoft Excel (or equal)-formatted document, via email, quarterly per Calendar Year, and within seven (7) business days of a request. Delivery of the report shall be to the PCU staff person(s) that made the request.
 - ii. Reports shall be designed in such a manner that the information captured on the purchase request shall also be reflected in the report.
 - iii. Each report shall list all items purchased during the requested timeframe. Each item listed shall include the division which requested the item, the item's manufacturer name and part/product number, the item's County part number, quantity ordered, and item unit and extended price.
 - iv. Backorder reports shall be made accessible by the Contractor to PCU. While PCU's preference is to be able to view Product backorder information via an online portal in real-time, the Contractor may satisfy this requirement by manually (via email, text message, phone call, or other agreed-to methods) providing the information to PCU for Product(s) ordered that are out-of-stock for more than three (3) business days from order placement. This report shall detail each specific Product and related quantities so that overstocking does not occur. If the Company's website does not have the capability for PCU to generate its own backorder report, the Contractor shall provide such report to PCU via email within one (1) business day of the initial request.

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5. COUNTY REQUIREMENTS:

- a) Upon award, PCU shall provide the Contractor with a list of stock items, purchasing descriptions, minimum and maximum levels, and past twelve (12) months usage.
- b) The County shall provide all specifications and protocols for connectivity required for e-commerce implementation.
- c) Products Under Contract: PCU reserves the right to add or delete Products to this Contract if particular Products should become discontinued, or an upgraded Product becomes available to the industry markets. Any new or replacement Products added will be subject to bid statute requirements. PCU may also delete Products included in this Contract if the Products are no longer needed by PCU.

6. SECURITY AND BACKGROUND CHECKS:

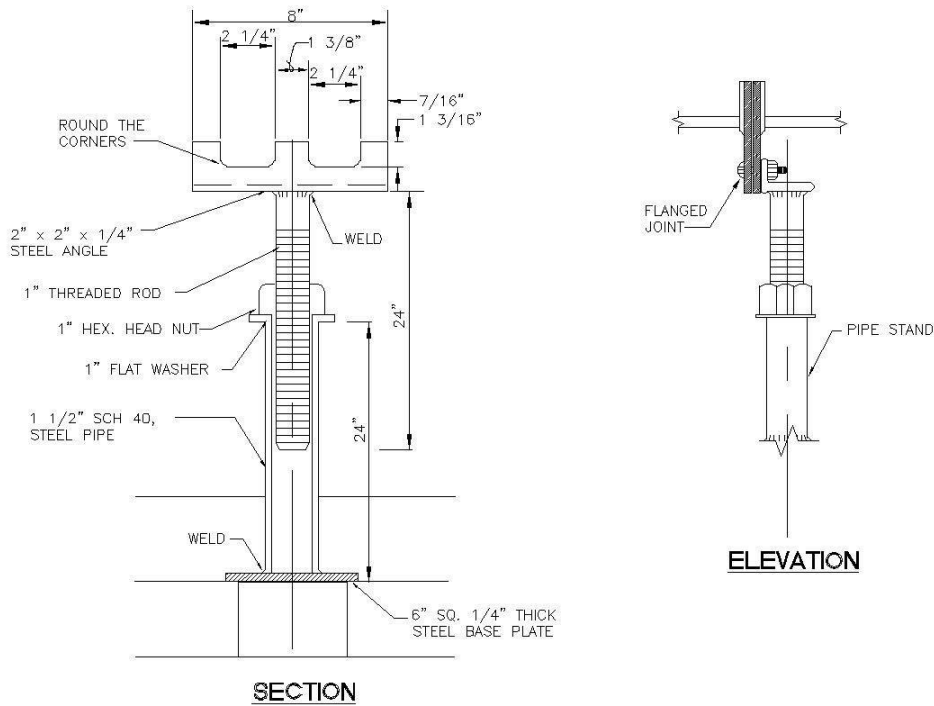
- a) All Contractor employees are required to submit to a background check. The background check process shall be completed at least ten (10) days prior to the start of the contract. The Contractor shall be responsible for all costs associated with the background checks. A valid driver license and Social Security card are required for completing the background check and obtaining security clearance. Orientation for the Security Clearance workflow process will be provided to the awardee.
- b) **Step One** – The Contractor shall obtain a Level One Criminal History Records Check through the Florida Department of Law Enforcement (FDLE) for each assigned employee.
- c) **Step Two** – The Contractor shall submit the FDLE Records Check along with a copy of the driver license, Social Security card and completed Sheriff's Office Security Clearance Application, for each employee, to the Facility Operations support team.
- d) The Pinellas County Sheriff's Office shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees. **If a submitted employee is denied for any reason, there is no opportunity to re- apply.**
- e) **Additional Requirements for areas with confidential law enforcement documents and data:** The Contractor shall submit for fingerprinting all personnel working in any area deemed confidential. The Contractor will schedule through the Facility Operations Support team a time for the employees to be fingerprinted by the Sheriff's Office. All personnel that have successfully completed fingerprinting are required to complete an online Security and Awareness training.
- f) Additional Requirements exists for the Young-Rainey STAR Center facilities. If applicable, the Contractor will submit to the Raytheon representative the following:
 - i. Original birth certificate
 - ii. Original passport (proof that subject is a naturalized citizen of the United States of America)
- g) No copies will be accepted. The Contractor will schedule through the Facility Manager at the STAR Center a time for his employees to present their documents to the Raytheon representative.

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- h) The Contractor is responsible to pay for this added clearance requirement. The Raytheon representative shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees for the Raytheon locations only.
- i) **Step Three** - The Facility Operations Support team will communicate the results of the Sheriff's Office review to the Contractor.
- j) A list of all assigned personnel, showing the employee's full name, address, telephone number, date and place of birth, and driver license or State ID number and their assigned work location shall be submitted to the Facility Operations support team. This list is to be kept current by the Contractor and promptly submitted to the Facility Operations Support team at the beginning of each month. This referenced document is called the Employee Assignment Sheet (EAS). The EAS template will be provided to awardee.
- k) The Contractor shall provide an updated FDLE Level One Criminal History Records Check for all personnel on an annual basis. The annual updates are to be sent to the Facility Operations support team for review by the Sheriff Office. Background check updates shall remain on file at the Contractor's location for three (3) years from the date of the last invoice.
- l) All Contractor employees are required to wear identification (ID) badges, to be furnished by Pinellas County for the various facility sections. The Contractor shall make the employees available for photographs on a schedule to be worked out with the Facility Manager. Access to sites not managed by the Real Estate Management Department needs to be coordinated with the County site representative for the specific department. The badges shall be made by the County before an individual may begin work and only after a favorable security clearance has been received. Contractor employees shall sign each badge at the time of receipt.

The Contractor will notify the respective Facility Manager when an employee badge is lost. It shall be the responsibility of the contractor to pay for replacement badges at the rate of \$10.00 per badge. No employee shall be allowed to work without a current badge. Any contract employee who does not have proper identification shall be cause for the County to require removal of that employee from the property. The Contractor shall see that all badges are returned to the Facility Manager when employees are dismissed or terminated.

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PIPE STAND

**PINELLAS COUNTY
UTILITIES ENGINEERING**
PIPE STAND DETAILS
FOR PURCHASE PURPOSES

DETAIL I.D.:	PCU SPD 3
DATE:	SEPTEMBER/2008
DIRECTOR, PC UTILITIES ENGINEERING:	
REVISION:	

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EXHIBIT B - INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The **VENDOR** shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the **VENDOR** shall provide the **COUNTY** with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the **COUNTY**. Approval by the **COUNTY** of any Certificate 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 of Insurance is in compliance with the requirements of the Agreement. **COUNTY** reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the **VENDOR** to the **COUNTY** at least thirty (30) days prior to the expiration date.

VENDOR shall also notify **COUNTY** within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said **VENDOR** from its insurer. Notice shall be given to: **Pinellas COUNTY Risk Management Department**, InsuranceCerts@pinellascounty.org; and nothing contained herein shall absolve **VENDOR** of this requirement to provide notice.

Should the **VENDOR**, at any time, not maintain the insurance coverages required herein, the **COUNTY** may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the **COUNTY** and charge the **VENDOR** for such purchase. The **COUNTY** shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the **COUNTY** to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The **COUNTY** reserves the right, but not the duty, to review and request a copy of the **VENDOR**'s most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that
Is signing the Agreement.

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- (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 the **VENDOR**.
- (3) The term "**COUNTY**", or "**Pinellas COUNTY**" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of **COUNTY** and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas **COUNTY**.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by **COUNTY** or any such future coverage, or to **COUNTY's** Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The **COUNTY** shall have the right, but not the obligation to determine that the **VENDOR** is only using employees named on such list to perform work for the **COUNTY**. Should employees not named be utilized by **VENDOR**, the **COUNTY**, at its option may stop work without penalty to the **COUNTY** until proof of coverage or removal of the employee by the **VENDOR** occurs, or alternatively find the **VENDOR** to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of **Pinellas COUNTY** from the **VENDOR**.
- (8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, 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 Licensee/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

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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 Operation and Personal Injury.

Limits

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

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

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

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EXHIBIT C - PAYMENT SCHEDULE

ITEM No.	Item Description				Choose Less or Plus Discount				
		UOM	Qty Per Year	Manufacturer	MSRP	MSRP Less Discount	MSRP Plus Discount	Extended Annual Total	Two-Year Total
GROUP 1 – Brass Service Line Fittings and Accessories									
36	ELBOW, 90, BRASS, 1.50" (LF)	FT	132	AYMCDONALD	\$ 42.92	62.00%		\$ 2,152.87	\$ 4,305.73
42	NIPPLE, BRASS, 2" X 2.50"	EA	50	AYMCDONALD	\$ 30.02	62.00%		\$ 570.38	\$ 1,140.76
43	NIPPLE, BRASS, 1" X 3"	EA	50	AYMCDONALD	\$ 15.44	62.00%		\$ 293.36	\$ 586.72
44	NIPPLE, BRASS, 1" X CLOSE	EA	216	AYMCDONALD	\$ 9.32	62.00%		\$ 764.99	\$ 1,529.97
45	NIPPLE, BRASS, 1.50" X CLOSE	EA	204	AYMCDONALD	\$ 18.36	62.00%		\$ 1,423.27	\$ 2,846.53
46	NIPPLE, BRASS, 2" X 18"	EA	50	AYMCDONALD	\$ 208.89	62.00%		\$ 3,968.91	\$ 7,937.82
47	NIPPLE, BRASS, 2" X 24"	EA	50	AYMCDONALD	\$ 277.71	62.00%		\$ 5,276.49	\$ 10,552.98
48	NIPPLE, BRASS, 2" X 3"	EA	50	AYMCDONALD	\$ 34.52	62.00%		\$ 655.88	\$ 1,311.76
49	NIPPLE, BRASS, 2" X 4"	EA	50	AYMCDONALD	\$ 45.25	62.00%		\$ 859.75	\$ 1,719.50
50	NIPPLE, BRASS, 2" X 5"	EA	50	AYMCDONALD	\$ 56.09	62.00%		\$ 1,065.71	\$ 2,131.42
51	NIPPLE, BRASS, 2" X 6"	EA	50	AYMCDONALD	\$ 66.86	62.00%		\$ 1,270.34	\$ 2,540.68
52	NIPPLE, BRASS, 2" X CLOSE	EA	108	AYMCDONALD	\$ 27.85	62.00%		\$ 1,142.96	\$ 2,285.93
53	NIPPLE, BRASS, 3/4" X 3"	EA	50	AYMCDONALD	\$ 10.70	62.00%		\$ 203.30	\$ 406.60
54	NIPPLE, BRASS, 3/4" X CLOSE	EA	276	AYMCDONALD	\$ 6.29	62.00%		\$ 659.70	\$ 1,319.39
55	NIPPLE, DBL MALE HEX,NPSH,BRASS,2"NPT X 2.50"	EA	50	AYMCDONALD	\$ 54.22	62.00%		\$ 1,030.18	\$ 2,060.36
63	SAMPLING STATION, ABOVE GND, BLUE, NL BRASS, 3/4"	EA	50	WATER PLUS	\$ 660.00	0.00%		\$ 33,000.00	\$ 66,000.00
70	VALVE, BALL, BRASS, 1" (LF)	EA	200	AYMCDONALD	\$ 35.15	62.00%		\$ 2,671.40	\$ 5,342.80
71	VALVE, BALL, BRASS, 2" (LF)	EA	200	AYMCDONALD	\$ 114.23	62.00%		\$ 8,681.48	\$ 17,362.96
TOTAL GROUP 1:								\$ 65,690.96	\$ 131,381.92
GROUP 10 – Schedule 80 Plastic Fittings (Threaded IPS Nipples & Plugs Only)									
154	NIPPLE, SCH 80, 1" X 10"	EA	50	SPEARS	\$ 7.65	49.00%		\$ 195.08	\$ 390.15
156	NIPPLE, SCH 80, 1" X 18"	EA	50	SPEARS	\$ 12.83	49.00%		\$ 327.17	\$ 654.33
171	NIPPLE, SCH 80, 1.50" X 5"	EA	50	SPEARS	\$ 8.57	49.00%		\$ 218.54	\$ 437.07
182	NIPPLE, SCH 80, 3/4" X 10"	EA	50	SPEARS	\$ 5.39	49.00%		\$ 137.45	\$ 274.89
184	NIPPLE, SCH 80, 3/4" X 18"	EA	50	SPEARS	\$ 9.89	49.00%		\$ 252.20	\$ 504.39
TOTAL GROUP 10:								\$ 1,130.42	\$ 2,260.83
GROUP 15 – Pipe Adapters, Non Pressure									
294	ADAPTER, C-900 TO SDR-35, 4"	EA	50	FERNCO	\$ 84.00	74.00%		\$ 1,092.00	\$ 2,184.00
306	ADAPTER, CL X CI/PL 8" X 4"	EA	50	FERNCO	\$ 159.91	70.00%		\$ 2,398.65	\$ 4,797.30
309	ADAPTER, CLEAN-OUT, SDR-25, 4"	EA	400	MULTI	\$ 23.34	74.00%		\$ 2,427.36	\$ 4,854.72
311	ADAPTER, CLEAN-OUT, SDR-35, 4"	EA	420	MULTI	\$ 23.34	74.00%		\$ 2,548.73	\$ 5,097.46
TOTAL GROUP 15:								\$ 8,466.74	\$ 16,933.48
GROUP 20 – Repair Coupling, Compression									
363	COUPLING, TRANSITION, 10"	EA	50	TPS	\$ 959.34	56.00%		\$ 21,105.48	\$ 42,210.96
364	COUPLING, TRANSITION, 12"	EA	50	TPS	\$ 1,126.89	56.00%		\$ 24,791.58	\$ 49,583.16
365	COUPLING, TRANSITION, 2"	EA	50	TPS	\$ 303.77	56.00%		\$ 6,682.94	\$ 13,365.88
366	COUPLING, TRANSITION, 2" X 2.50"	EA	50	TPS	\$ 303.77	56.00%		\$ 6,682.94	\$ 13,365.88
367	COUPLING, TRANSITION, 3"	EA	50	TPS	\$ 391.59	56.00%		\$ 8,614.98	\$ 17,229.96
368	COUPLING, TRANSITION, 4"	EA	50	TPS	\$ 498.98	56.00%		\$ 10,977.56	\$ 21,955.12
369	COUPLING, TRANSITION, 6"	EA	50	TPS	\$ 646.29	56.00%		\$ 14,218.38	\$ 28,436.76
370	COUPLING, TRANSITION, 8"	EA	50	TPS	\$ 746.26	56.00%		\$ 16,417.72	\$ 32,835.44
TOTAL GROUP 20:								\$ 109,491.58	\$ 218,983.16
GROUP 25 - Miscellaneous Parts by Groups									
671	GROUP 10 - Schedule 80 Plastic Fittings (Threaded IPS Nipples & Plugs Only)	Dollars						\$ 2,500.00	\$ 5,000.00
676	GROUP 15 - Pipe Adapters, Non Pressure	Dollars						\$ 2,500.00	\$ 5,000.00
681	GROUP 20 - Repair Coupling, Compression	Dollars						\$ 2,500.00	\$ 5,000.00
TOTAL GROUP 25:								\$ 7,500.00	\$ 15,000.00
GRAND TOTAL								\$ 192,279.69	\$ 384,559.38

Groups	Description	Award Total
GROUP 1	Brass Service Line Fittings and Accessories	\$ 131,381.92
GROUP 10	Schedule 80 Plastic Fittings (Threaded IPS Nipples & Plugs Only)	\$ 2,260.83
GROUP 15	Pipe Adapters, Non Pressure	\$ 16,933.48
GROUP 20	Repair Coupling, Compression	\$ 218,983.16
GROUP 25	Miscellaneous Parts By Group	\$ 15,000.00
TOTAL - ALL GROUPS		\$ 384,559.38

AGREEMENT

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).

AGREEMENT

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 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 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 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 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.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 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.