AGREEMENT

SERVICES AGREEMENT

THIS 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 Geyen Group South, Inc. ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to ITB 22-0574-B(TFR) for Carpet Maintenance Cleaning Services; and

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

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

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

1. **Definitions.**

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

   B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced herein, 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 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, 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, and the insurance coverage(s) required, 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 Facility 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 for 36 months,or until termination of the Agreement, whichever occurs first.

B. **Term Extension**

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in Term of Agreement-Initial Term.

C, Price Adjustment

Unit prices are adjustable at (12)month(s) after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or **10%**, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 day(s) prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index

change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90–120-day(s) period above may not be considered

6. Compensation and Method of Payment

A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("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 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 $966,079.23, with an annual not to exceed expenditure of $332,026.41 per year for Services completed and accepted herein if applicable, payable on a fixed fee basis for the deliverables set out in Exhibit C, 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.

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 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.

7. 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 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 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.

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

8. <u>Termination</u>

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

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

   i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;

   ii. Contractor breaches 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 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 the 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.

9. 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.

10. 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 agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellascounty.org

11. 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.

12. 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.

13. Digital Accessibility

Contractor 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, Contractor 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, Contractor 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 Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

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 Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Facility 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 Geyen Group South Inc.. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 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.

20. 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.

21. Survival

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

22. 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:

For County:

Attn: Holly Conner

Contract Administration Coordinator

509 East Avenue South

Clearwater, FL 33756

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

For Contractor:

Attn: Marlene Geyen

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CEO

Geyen Group South Inc.

2310 W. Kathleen St.

Tampa, FL 33606

23. 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 Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. 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.

25. Amendment

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

26. 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.

27. 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.

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28. 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.

29. 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.

30. 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.

31. 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 and thereby prevented 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.

32. 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. Exhibit A-Statement of Work
C. Exhibit B-Insurance Requirements
D. Exhibit C-Payment Schedule
E. Exhibit D-Payment/Invoices
F. Exhibit E-Dispute Resolution

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

33. 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)

AGREEMENT

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

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners	**Geyen Group South Inc.**
By:	By: Marleen Geyen
Signature	Signature
Print Name	Marleen Geyen
Title	Title CEO
Date	Date 10·25·2022

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

EXHIBIT A - STATEMENT OF WORK

OBJECTIVE

To provide the County with carpet maintenance cleaning services utilizing methods and frequencies outlined within these specifications and in compliance with the Carpet and Rug Institute (CRI) maintenance guidelines, and best practices for Indoor Environmental Quality (IEQ) for carpet maintenance and performance by ensuring carpets are clean and dry when water extraction has been utilized. The Contractor shall supply all labor, equipment, supplies, materials, and tools required to perform services.

B. DEFINITIONS:

The "Contract Administrator" is the County's main contact person for the contract, and should be contacted with issues involving the specifications, procedures or issues pertaining to the contract after contract award.

The term "Facility Manager" as used herein shall mean the Facility Manager, who is in charge of a specified number of buildings and designated by Facility Representative as the duly appointed successor or authorized representative. The Facility Managers provides information regarding their specific buildings and should be contacted with issues pertaining to a particular building.

The term "Contract Manager" means a person, designated in writing by the Contractor, who has complete authority to act for the Contractor during the term the contract. The Contract Manager shall have the authority to accept notices, provide inspection reports and all other correspondence on behalf of the Contractor.

The term "Crew Supervisor" means those persons designated to supervise the work of the floor maintenance crews. The Contractor will communicate in writing the name of the person who has authority to act for the Contractor on a day- to-day basis at the work site, and will be on the site at all times routine tasks are being performed.

The term "Restorative Cleaning" as used herein shall mean carpet cleaning required when the appearance of the carpet has degraded to unacceptable levels and periodic procedures make no improvement.

The term "Wicking" as used herein shall mean the process of contaminants being drawn to the surface of the carpet from the backing when the carpet has not been dried properly.

The term "Standard Carpet Maintenance" as used herein shall mean the scheduled carpet maintenance that is requested on a scheduled basis, according to the specifications of the contract.

C. REQUIREMENTS

AGREEMENT

1. CONTRACTOR

The Contractor shall provide, in writing, to the Contract Administrator prior to commencement of work the names, telephone numbers and addresses of all personnel including the Contract Manager and On-site Supervisors. This list must be kept current at all times by Contractor and sent to the Contract Administrator for each update.

a. Personnel Qualifications:

(1) Contract Manager

The Contract Manager will be responsible for the management and scheduling of work to be performed under this contract and shall possess applicable experience in the management of carpet maintenance type operations of the approximate size of the floor area to be maintained under this contract.

(2) Crew Supervisor

All Crew Supervisors engaged in directing the work to be accomplished under this contract shall possess applicable experience in directing carpet maintenance type operations in a supervisory capacity of the square footage to be maintained under this contract.

(3) Vendors Employees

All carpet maintenance personnel will be trained and certified by the Institute of Inspection Cleaning & Restoration (IICRC) with no less than "Commercial Carpet Cleaner" certification.

(4) Vendor

Must be a IICRC, Carpet and Rug Institute (CRI) trained and certified, at time of bid submittal due date and time. Technicians assigned to work at County locations must hold a Commercial Carpet Maintenance Technician (CCMT) certification. Copies of Certification are required before award of contract, as well as certification of employees.

b. Supervision: The Contractor shall arrange for a Contract Manager (which may be the Contractor himself/herself) and Crew Supervisors for the contract work. The Contract Manager shall be available at all times when the contract work is in progress, to receive notices, reports, or requests from the Contract Administrator or designated representative. It is the policy of Real Estate Management that no Pinellas County employee supervises or provides detail, direction, or instruction to the Contractor's employees, directly or indirectly.

c. Standards of Conduct: The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. The Contractor is also responsible for ensuring that their employees do not disturb papers on desks, open desk drawers or cabinets, or use Pinellas County telephones and computers, except as authorized. If the on-site Real Estate Management representative brings unacceptable work and appearance habits of the Contractor's employees to the attention of the Contractor's On-site Supervisor, corrective action must

be immediately taken, or the Contractor Administrator may direct the Contractor to remove the individuals responsible from the account.

d. Contractor's Responsibility for Loss of Equipment and Wrongful Use: It will be the responsibility of the Contractor to establish and inform the Contract Administrator of procedures related to their employees to prevent theft of property from Pinellas County and their employees. For loss of equipment used by the Contractor that is furnished by Pinellas County, replacement cost will be deducted from the next invoice. No unauthorized use of County equipment shall be allowed.

It will be the responsibility of the Contractor to establish adequate procedures to eliminate wrongful use by their employees of the property of Pinellas County or of its employees. This property includes, but is not limited to the following: telephone system, computer equipment, office equipment, audio/visual equipment and kitchen appliances.

e. Non-Interference with Government Business: The Facility Manager, under whose direction the work shall be performed, shall be consulted as to the manner of starting the work so as to cause a minimum of interference.

The work shall be carried on in such a manner that there will be no interruption to or interference with the proper execution of Pinellas County business. Verbal interaction between contractor's employees, and building occupants shall be kept to a minimum.

All persons employed while at work, and on the premises, shall comply with all building regulations.

The Contractor agrees to alter his work methods, schedules and procedures if the Contract Administrator determines that they are detrimental to County operations.

f. Cooperation with Other Contractors: Pinellas County continually establishes service contracts for its facilities; and at scheduled times lets various project contracts for necessary building repairs or improvements occur simultaneously. The carpet cleaning services Contractor shall fully cooperate with such other Contractors and Pinellas County employees in accommodating the work schedules to such other work as may be directed by the Contract Administrator. The Contractor shall not commit or permit any act by their employees that will interfere with the performance of work by another Contractor.

g. Due Care by Carpet Maintenance Personnel: The Contractor will not allow the consumption of food or drink in any areas other than those locations assigned to the Contractor. It shall be the Contractor's responsibility to clean up and/or rectify any damage to County property caused by any individuals connected with the Contractor, to the County's satisfaction.

h. Building Access and Security: The Contractor shall be furnished means of access to all rooms requiring floor maintenance. Any keys or key cards issued to the Contractor for such use shall not be removed from the premises at any time, or duplicated by the Contractor or their employees. These keys/key cards are to be returned to County security personnel for safekeeping at the end of floor maintenance event. Exceptions will be addressed by the Contract Administrator on an individual basis, based upon specific circumstances.

Any area to which Contractor is provided access by means of a key/key card, shall be opened for the purpose of floor maintenance only. Immediately upon completion of floor maintenance, the area shall be secured. No person or persons shall be permitted access to secured areas by any contract personnel. No exterior door will be propped open, during performance of work unless continually manned by Contractor personnel.

If keys/key cards are lost, the Contractor will pay for necessary lock changes and key re-issuance.

The Contractor is to provide secure storage for their employees' personal possessions. All personal items, with the exception of jewelry and medication, will be held by the Contractor during work hours. The County shall not be responsible for any personal property.

i. Training and Safety: Training shall meet all IICRC, OSHA and HAZCOM standards/requirements. Only personnel trained under these standards may be utilized to work under this contract.

Environmental Purchasing Policy: Bidder should use Green Seal, Green Guard or similar certified cleaning products and equipment for use under this contract. Submit with your bid a list of products intended to use that meet these standards. During the entire contract, changes to products submitted must be approved by Department of Administrative Services, Facilities and Real Property division and/or Facility Representative.

2. CARPET CLEANING/MAINTENANCE

a. Maintenance Schedule: Carpet shall be divided into Heavy, Moderate and Light traffic areas to be determined by the respective Facility Manager.

(1) Heavy - Traffic areas are defined as those areas receiving the bulk of the facilities traffic soiling. These areas will include, but not be limited to, elevators, elevator lobbies, core traffic lanes, some conference rooms etc. Heavy traffic areas will be cleaned monthly (12 x per year) or bi-monthly (6 x per year), or quarterly (4 x per year) based on location need.

(2) Moderate - Traffic areas are defined as secondary traffic lanes. These areas will include but not be limited to traffic lanes adjacent to core areas, conference rooms, service areas, etc. Moderate traffic areas will be cleaned 3 times per year or semi- annually (2 x per year) based on location need.

(3) Light - Traffic areas are defined as low usage areas. These areas will include but not be limited to general and executive office space, libraries, storage rooms, etc. Light traffic areas will be cleaned annually (1 x per year).

AGREEMENT

The Contractor shall submit to the Contract Administrator a schedule of services for each location fifteen (15) days prior to the starting date of the contract. If, at any time, throughout the contract, there is any change to the schedule, the Facility Manager shall be notified at least 10 hours before the work was to be completed.

The Contractor shall thereafter provide a monthly cleaning schedule at least 30 days in advance each month for the life of the contract.

b. Standard Carpet Maintenance:

(1) Thoroughly vacuum the floor using a dual motor vacuum.

(2) Spot clean carpet as needed.

(3) Hot water extract carpet with the appropriate truck mounted hot water extraction equipment and detergent.

Portable units can be used, with the approval of the Facility Manager for those areas where using the truck mount system is not feasible.

(4) Continue to extract the carpet with plain water for as many passes as necessary to ensure all recoverable stains, soils and contaminants are effectively removed.

(5) Continue to extract the carpet to insure all removable water is extracted.

(6) Dry carpet with air movers. DO NOT DRY BONNET.

(7) Ensure that wicking will not occur. If wicking occurs, repeat process above.

(8) Restorative cleaning as determined by the Facility Manager.

(9) Ensure that any dirt on the cove base from the carpet cleaning has been cleaned.

c. Service Requirements:

(1) Standard carpet maintenance in light, moderate and heavy traffic areas on a pre-determined schedule by Contractor, with approval from Facility Manager.

(2) All services performed shall be in accordance with the IICRC S100 "Standard and Reference Guide for Professional Carpet Cleaning," as outlined in Section 13 "Hot Water Extraction Method" and Section 15 "Carpet Protectors". Unless otherwise directed, Deep Extraction Method is the preferred method of cleaning.

(3) Alternate Methods: Alternate methods of carpet cleaning shall be available. These services may be requested by the Facility Manager on an as needed method. Alternate methods may include Dry Cleaning, Chemical Cleaning or Low Moisture Cleaning.

(4) Restorative cleaning as needed and as requested by the Facility Manager.

(5) Spot cleaning, as requested by the Facility Manager (outside of normal schedule).

(6) Carpet inspections to determine the condition of carpet to be cleaned and effective method for cleaning.

d. Low Moisture Method:

(1) Thoroughly vacuum the floor using a dual motor vacuum.

(2) Spot clean carpet as needed.

(3) Lightly mist carpet with an approved dry absorbent compound.

(4) Work-in with dual rotating brush equipment.

(5) Perform dry extraction.

e. Restoration of Carpet:

There will be no additional charges for Restorative Cleaning when the cleaning is part of a regularly scheduled maintenance and heavy soiling is evident. If restorative cleaning is requested outside of the regularly scheduled cleaning, a quote shall be issued and will be considered an additional charge above routine carpet cleaning. Approval by the Facility Manager or his designee is required to perform Restorative Cleaning.

Restorative Method:

(1) Thoroughly vacuum the floor using a dual motor vacuum and pile lifter machine as needed.

(2) Spot clean carpet as needed.

(3) Pre-treat carpet with traffic lane cleaner.

(4) Rotary scrub.

(5) Hot water extract carpet with appropriate truck mounted hot water equipment and detergent.

(6) Continue to extract the carpet with plain water and as many passes as necessary to ensure all recoverable stains, soils and contaminants are effectively removed.

(7) Use air movers to ensure the carpet dries quickly.

(8) DO NOT USE DRY BONNET.

(9) Ensure that wicking will not occur. If wicking occurs, repeat process above.

f. Approved Equipment and Chemicals:

The following equipment and chemicals have been approved for use in conjunction with this contract. Other equipment and chemicals may be used if they meet or exceed the specifications of these products. The County reserves the right to audit the equipment utilized in the performance of this contract for compliance as stated herein. Each bidder is responsible to provide a list of equipment slated for use with this contract and if different from the following list the bidder must submit the specification sheets with the bid. The Contract Administrator has final approval as to whether the submitted products are equal to or better than the approved items.

(1) Vacuum: Carpet and Rug Institute (CRI) Green Label approved, or Approved Equal. Upright beater bar type.

(2) Portable extractor: Must have 3-stage vacuum motor, 135" water lift and 300-400 PSI water pressure with heat.

(3) Truck mounted hot water system: No less than 50 HP or a power take-off unit. Water pressure adjustable at the extraction head between 300-700 PSI, no matter the length of hose. Vacuum equal or greater than 15" HG and 400 CFM at extraction head no matter the length of hose.

(4) Low Moisture cleaning system: Johnson Diversey Low Moisture Cleaning & Vacuum Enhancement NuVac or approved equal.

(5) Air movers: Dry-Air Typhon (DA-TY-EA), or approved equal.

(6) Pre-treat spray system: Chem-Dry Power Base 10, or approved equal.

(7) All Chemicals must meet (CRI) seal of approval and approved by the County.

(8) No Optical Brighteners shall be used on carpets.

Contractor shall provide all Material Safety Data Sheets (MSDS) for all chemicals and products used to perform the work.

g. Hours of Work:

Services for this contract will normally be provided between 6:00 pm and 12:00 am within the normal five (5) day week observed by the building occupants, holidays excluded. This is to allow the carpets to dry adequately prior to occupancy. No work shall be performed on weekends or after 12:00 a.m., except where specified, or with prior approval of the Facility Manager.

h. Notification of Carpet Condition Assessments and Needed Repairs:

The Contractor shall promptly notify the Facility Manager orally and/or in writing of needed repairs and/or damages. This notice must be received within 24 hours of the discrepancy being observed. The contractor is required to provide condition found reports (CFR) for carpeting that is underperforming due to Crushing, Matting, Ripples & Bubbles, Loss of Fiber, and Fading and deemed Un-cleanable. The contractor shall use the County's external SharePoint site for reporting. The contractor is required to provide an ongoing assessment of the carpet's condition and performance. (PC to create matrix, data collection and analytic tool).

i. Supplies, Materials, Equipment and Utilities:

(1) Items Furnished by Pinellas County:

(i) Electrical power at existing outlets as necessary.

(ii) Water as necessary.

(iii) Janitorial slop sinks or toilets can be used to discharge wastewater and clean up equipment. However, the Contractor is responsible to ensure that all areas used are cleaned after usage.

(2) Items Furnished by the Contractor:

(i) The Contractor shall furnish all personnel supplies, materials and equipment necessary for the performance of the work for this contract unless otherwise specified herein. These supplies and materials shall be of a quality to produce satisfactory results and not cause damage to property.

All containers must be approved for specific products and have proper labeling.

All necessary carpet maintenance equipment, including power driven floor scrubbing machines, extraction machines, and all necessary trucks mounted units, etc., needed for the performance of the work of this contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and be in good working order. All equipment shall be maintained to original factory specifications. Altering of equipment is not permitted.

j. Work Attire:

The Contractor shall require all employees, including supervisors, to wear distinctive uniform clothing, approved by the County, for ready identification, and assure that every employee is in uniform prior to commencing work. No employee will be allowed to work or sign for keys unless the approved uniform is worn. Employees shall wear uniforms consisting of company shirts and trousers, coveralls or smocks for men, and dresses, skirts and company blouses, slacks or smocks, as appropriate, for women. The uniform shall have the Contractor's name, easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. Any color or color combination, as appropriate, may be used for the uniforms. Employees shall be required to dress neatly, commensurate with the tasks being performed. Personal hygiene shall be observed at all times.

If space is added to the schedule it shall be cleaned in accordance with the specifications for similar space. The period for adding to or deducting from the payments will start on the effective date specified in the notice and continue for the time period indicated.

Adding a space shall be in accordance with the current contract pricing.

When a building or area is permanently removed from the contract, it will be removed at the cost currently being charged for that area.

k. Safety:

It is the responsibility of the Contractor to provide all materials and training to ensure a safe working environment for their employees, County employees and the public. The Contractor will meet all federal, state and local safety requirements as well as any requirements placed on them by the Facility Manager. Some examples are:

(1) Wet floor signs and barricades used while any floor is wet

(2) Barricades and warning signs while working overhead

Only professionally made signs that are approved by the Facility Manager, or his designee will be used.

m. Contract Performance Monitoring:

The performance under this contract shall be monitored by the Contract Administrator through designated representatives who are in charge of providing services at each Facility.

If the Contract Administrator finds that repairs or changes are required to the building, its contents, or its accessories, etc., which, in the opinion of the Contract Administrator, are rendered necessary as the result of the Contractor's use of materials, equipment or workmanship, which are inferior, defective, or not in accordance with the terms of the contract, the Contractor shall, within 24 hours of receipt of notice from the Contract Administrator, place in satisfactory condition, in every particular, all of such work, correct all defects, and shall make good any work or materials, or equipment and contents of said building or site disturbed in making such restoration.

Any failure of the Contractor to comply with the provision of this contract may be called to the attention of the Contractor by the Facility Manager. The Facility Manager shall, in no instance, interfere with the Contractor in the supervision or direction of employees of the Contractor. Any advice provided to the Contractor by the Facility Manager shall in no way be construed as binding upon the Contractor or release the Contractor from fulfilling the provisions of the contract.

EXHIBIT B - INSURANCE REQUIREMENTS

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

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

a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

b) Upon selection of vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements to **"[Click here and type buyer's email]"** . 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 Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be providedif Workers Compensation coverage is a requirement.**

c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entireinsurance policy, including endorsement(s), at any time during the Bid and/or contract period.

d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **PinellasCounty a Political subdivision of the State of Florida** as an Additional Insured.

e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will benotified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and toCTrax c/o JDi Data at PinellasSupport@ididata.com by the Bidder or their agent prior to the expiration date.

(1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation,nonrenewal or adverse material change in coverage received by said Bidder from its insurer Notice shall be givenby email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this requirement to provide notice.

(2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed.The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coveragespurchased or the insurance company or companies used. The decision of the County to purchase such insuranceshall in no way be construed to be a waiver of any of its rights under the Agreement.

f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annualreport or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any

subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.*

(1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third- party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be atvariance with the Contract Documents.

h) 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 Bidder is a Joint Venture per Section
A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entityname and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(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 suchfuture 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(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the Countyuntil proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be indefault and take such other protective measures as necessary.

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

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its durationand 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	Florida Statutory
Employers' Liability Limits	
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 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 Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

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

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

a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

c. Cost of Cleanup/Remediation.

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

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined. No exclusion for accidental dumping or biohazardous waste.

(4) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

AGREEMENT

Limits

Each Occurrence or Claim	$ 50,000
General Aggregate	$ 50,000

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

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

ITEM	LOCATION	TRAFFIC LEVEL	Cleaning Protocol	SQUARE FOOTAGE	CLEANING FREQUENCY PER YEAR	PRICE PER SQUARE FOOT	ANNUAL TOTAL
			GROUP A- DAS NORTH				
1	North County Service Center 29582 US 19 N, Clearwater	High	Standard	11393	6	$ 0.06	$ 3,759.69
2	North County Service Center 29582 US 19 N, Clearwater	Low	Standard	1312	2	$ 0.06	$ 144.32
3	North County Service Center 29582 US 19 N, Clearwater	Low	Standard	3797	1	$ 0.06	$ 208.84
4	Planning 310 Court St, Clearwater	High	Standard	7915	6	$ 0.06	$ 2,611.95
5	Planning 310 Court St, Clearwater	Low	Standard	884	2	$ 0.06	$ 97.24
6	Planning 310 Court St, Clearwater	Low	Standard	6962	1	$ 0.06	$ 382.91
7	Courthouse 315 Court St, Clearwater	High	Standard	74552	6	$ 0.06	$ 24,602.16
8	Old Courthouse 324 S. Ft Harrision Ave, Clearwater	High	Standard	11314	6	$ 0.06	$ 3,733.62
9	Old Courthouse 324 S. Ft Harrision Ave, Clearwater	Low	Standard	2679	1	$ 0.06	$ 147.35
10	Old Courthouse Basement 324 S. Ft Harrision Ave, Clearwater	Low	Standard	223	1	$ 0.06	$ 12.27
11	Communications 333 Chestnut St, Clearwater	High	Standard	2810	6	$ 0.06	$ 927.30
12	Communications 333 Chestnut St, Clearwater	Low	Standard	2810	2	$ 0.06	$ 309.10
13	Communications 333 Chestnut St, Clearwater	Low	Standard	5621	1	$ 0.06	$ 309.16
14	Brooker Creek (Buildings 1, 2, and 3) 3940 Keystone Rd, Tarpon Springs	High	Standard	12470	4	$ 0.06	$ 2,743.40
15	Brooker Creek (Buildings 1, 2, and 3) 3940 Keystone Rd, Tarpon Springs	Low	Standard	2000	1	$ 0.06	$ 110.00
16	Building and Development 440 Court St, Clearwater	High	Standard	8710	6	$ 0.06	$ 2,874.30
17	Building and Development 440 Court St, Clearwater	Low	Standard	7808	2	$ 0.06	$ 858.88
18	Building and Development 440 Court St, Clearwater	Low	Standard	20492	1	$ 0.06	$ 1,127.06
19	Annex Building 400 S. Ft Harrision Ave, Clearwater	High	Standard	14413	6	$ 0.06	$ 4,756.29
20	Annex Building 400 S. Ft Harrision Ave, Clearwater	Low	Standard	13390	2	$ 0.06	$ 1,472.90
21	Annex Building 400 S. Ft Harrision Ave, Clearwater	Low	Standard	38693	1	$ 0.06	$ 2,128.12
22	Swisher Building 509 East Ave, Clearwater	High	Standard	10998	6	$ 0.06	$ 3,629.34
23	Swisher Building 509 East Ave, Clearwater	Low	Standard	14868	2	$ 0.06	$ 1,635.48
24	Swisher Building 509 East Ave, Clearwater	Low	Standard	35336	1	$ 0.06	$ 1,943.48
25	ERB Building 1- Emergency Response 22211 US 19 N, Clearwater	High	Standard	8500	6	$ 0.06	$ 2,805.00
26	ERB Building 1- Emergency Response 22211 US 19 N, Clearwater	Low	Standard	8500	1	$ 0.06	$ 467.50
27	ERB Building 5- Maintenace/Tree Management 22211 US 19 N, Clearwater	Low	Standard	2084	1	$ 0.06	$ 114.62

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28	ERB Building 6- Water Quality 22211 US 19 N, Clearwater	Low	Standard	1225	2	$ 0.06	$ 134.75
29	ERB Building 8- Fitness/Security 22211 US 19 N, Clearwater	Low	Standard	1205	4	$ 0.06	$ 265.10
30	ERB Building 10- Watershed Management 22211 US 19 N, Clearwater	Moderate	Standard	3680	4	$ 0.06	$ 809.60
31	ERB Building 15- Stormwater and Drainage 22211 US 19 N, Clearwater	High	Low Moisture	1500	6	$ 0.06	$ 495.00
32	ERB Building 16- Survey & Mapping 22211 US 19 N, Clearwater	High	Standard	8000	4	$ 0.06	$ 1,760.00
33	North Maintenance 4314 Alt 19 N, Palm Harbor	low	Standard	2500	2	$ 0.06	$ 275.00
34	Code Enforcement 631 Chestnut St, Clearwater	High	Standard	2967	6	$ 0.06	$ 979.11
35	Code Enforcement 631 Chestnut St, Clearwater	Low	Standard	3047	2	$ 0.06	$ 335.17
36	Code Enforcement 631 Chestnut St, Clearwater	Low	Standard	5805	1	$ 0.06	$ 319.28
37	Facility Operations 303 Chestnut St, Clearwater	Moderate	Standard	533	3	$ 0.06	$ 87.95
38	Facility Operations 303 Chestnut St, Clearwater	Low	Standard	2761	1	$ 0.06	$ 151.86
39	Inspector General 510 Bay Terrace, Clearwater	High	Standard	1060	6	$ 0.06	$ 349.80
40	Inspector General 510 Bay Terrace, Clearwater	Low	Standard	2724	1	$ 0.06	$ 149.82
41	Air Quality Management 3611 Flecth Haven, Tarpon Springs	Low	Standard	3000	2	$ 0.06	$ 330.00
42	Utilities Administation 14 S. Ft. Harrision Ave, Clearwater	High	Standard	20183	6	$ 0.06	$ 6,660.39
43	Utilities Administation 14 S. Ft. Harrision Ave, Clearwater	Moderate	Standard	12420	3	$ 0.06	$ 2,049.30
						GROUP A SUBTOTAL	**$ 79,064.37**
			GROUP B- DAS MID				
44	Cooperative Extension 12520 Ulmerton Rd, Largo	High	Standard	11130	6	$ 0.06	$ 3,672.90
45	Cooperative Extension 12520 Ulmerton Rd, Largo	Moderate	Standard	3000	3	$ 0.06	$ 495.00
46	Cooperative Extension 12520 Ulmerton Rd, Largo	Low	Standard	4418	1	$ 0.06	$ 242.99
47	EMS 12490 Umerton Rd, Largo	High	Standard	7069	6	$ 0.06	$ 2,332.77
48	EMS 12490 Umerton Rd, Largo	Low	Standard	18436	1	$ 0.06	$ 1,013.98
49	Medical Examiner 10900 Ulmerton Rd, Largo	High	Standard	4545	6	$ 0.06	$ 1,499.85
50	Medical Examiner 10900 Ulmerton Rd, Largo	Low	Standard	2185	2	$ 0.06	$ 240.35
51	Medical Examiner 10900 Ulmerton Rd, Largo	Low	Standard	2164	1	$ 0.06	$ 119.02
52	Animal Services 12450 Ulmerton Rd, Largo	Low	Standard	1542	2	$ 0.06	$ 169.62
53	Animal Services 12450 Ulmerton Rd, Largo	Low	Standard	968	1	$ 0.06	$ 53.24
54	PSC Campus 10750 Ulmerton Rd, Largo	High	Standard	34290	6	$ 0.06	$ 11,315.70
55	PSC Campus 10750 Ulmerton Rd, Largo	Low	Standard	9884	2	$ 0.06	$ 1,087.24
56	PSC Campus 10750 Ulmerton Rd, Largo	Low	Standard	39691	1	$ 0.06	$ 2,183.01
57	Fleet 9685 Ulmerton Rd, Largo	High	Standard	1000	6	$ 0.06	$ 330.00
58	Fleet	Low	Standard	1325	2	$ 0.06	$ 145.75

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	9685 Ulmerton Rd, Largo						
59	Fleet 9685 Ulmerton Rd, Largo	Low	Standard	2569	1	$ 0.06	$ 141.30
60	Heritage Village 11909 125th St N, Largo	High	Standard	5571	6	$ 0.06	$ 1,838.43
61	Heritage Village 11909 125th St N, Largo	Low	Standard	1349	1	$ 0.06	$ 74.20
62	Gulf Coast Museum 12211 Walsingham Rd, Largo	High	Standard	2000	6	$ 0.06	$ 660.00
63	Supervior of Elections 13001 Starkey Rd, Largo	High	Standard	8008	6	$ 0.06	$ 2,642.64
64	Supervior of Elections 13001 Starkey Rd, Largo	Low	Standard	11786	2	$ 0.06	$ 1,296.46
65	Supervior of Elections 13001 Starkey Rd, Largo	Low	Standard	13632	1	$ 0.06	$ 749.76
66	Tax Collector 13025 Starkey Rd, Largo	High	Standard	14912	6	$ 0.06	$ 4,920.96
67	Field Services 9837 Ulmerton Rd, Largo	High	Standard	2500	6	$ 0.06	$ 825.00
68	Field Services 9837 Ulmerton Rd, Largo	Low	Standard	1500	1	$ 0.06	$ 82.50
						GROUP B SUBTOTAL	**$ 38,132.66**
			GROUP C- DAS CENTRAL				
69	County Justice Center (CJC) 14250 49th St N, Clearwater	High	Low Moisture	101499	4	$ 0.06	$ 22,329.78
70	County Justice Center (CJC) 14250 49th St N, Clearwater	Low	Low Moisture	211042	2	$ 0.06	$ 23,214.62
71	Sheriff's Tech #1 4801 145th Ave N, Clearwater	Low	Low Moisture	9500	2	$ 0.06	$ 1,045.00
72	Sheriff's Tech #2 4707 145th Ave N, Clearwater	Low	Low Moisture	9500	2	$ 0.06	$ 1,045.00
73	Sheriff's Tech #3 4645 145th Ave N, Clearwater	Low	Low Moisture	9500	2	$ 0.06	$ 1,045.00
74	Weedon Island Education Center 1800 Weedon Dr NE, St. Petersburg	High	Low Moisture	6517	4	$ 0.06	$ 1,433.74
75	Mosquito Control Building 1 4100 118th Ave N, Clearwater	Low	Low Moisture	2533	2	$ 0.06	$ 278.63
76	Mosquito Control Building 7 4100 118th Ave N, Clearwater	Low	Low Moisture	627	2	$ 0.06	$ 68.97
77	Mosquito Control Building 10 4100 118th Ave N, Clearwater	Low	Low Moisture	236	2	$ 0.06	$ 25.96
78	Records Retention 14155 49th St N, Clearwater	Low	Low Moisture	2000	2	$ 0.06	$ 220.00
79	Urban Forestry 4550 126th Ave N, Clearwater	Low	Low Moisture	4484	2	$ 0.06	$ 493.24
80	PAL Sports Complex 3755 46th Ave N, St. Petersburg	Low	Low Moisture	1500	2	$ 0.06	$ 165.00
						GROUP C SUBTOTAL	**$ 51,364.94**
			GROUP D- DAS DETENTION				
81	Facility Operations 14400 49th St N, Clearwater	High	Standard	2500	6	$ 0.06	$ 825.00
82	Central Division Read-Off 14400 49th St N, Clearwater	High	Standard	1250	4	$ 0.06	$ 275.00
83	Central Captain's Office Area 14400 49th St N, Clearwater	High	Low Moisture	720	4	$ 0.06	$ 158.40
84	Central Chaplin's Office Area 14400 49th St N, Clearwater	High	Low Moisture	1066	4	$ 0.06	$ 234.52
85	Central Captain's Conference Room (A136) 14400 49th St N, Clearwater	Low	Standard	345	2	$ 0.06	$ 37.95
86	Central Inmate Records 14400 49th St N, Clearwater	High	Low Moisture	4912	6	$ 0.06	$ 1,620.96
87	Central Inmate Property Supervisor (A129)	Low	Standard	110	2	$ 0.06	$ 12.10

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	14400 49th St N, Clearwater						
88	Central Shift Commander's Office (C132) 14400 49th St N, Clearwater	High	Standard	3310	4	$ 0.06	$ 728.20
89	Central Booking Conference Room (C123) 14400 49th St N, Clearwater	Low	Standard	143	2	$ 0.06	$ 15.73
90	Central Booking Sargent's Office (C131) 14400 49th St N, Clearwater	High	Standard	288	4	$ 0.06	$ 63.36
91	Central Main Public Lobby Office (D111) 14400 49th St N, Clearwater	Low	Standard	88	2	$ 0.06	$ 9.68
92	Central Main Public Lobby 14400 49th St N, Clearwater	High	Standard	2100	6	$ 0.06	$ 693.00
93	Central Classification 14400 49th St N, Clearwater	High	Standard	3640	6	$ 0.06	$ 1,201.20
94	Central 4th Fl Sargent's Office (N404) 14400 49th St N, Clearwater	Low	Standard	88	2	$ 0.06	$ 9.68
95	Central 4th Fl Multi-Purpose Room (N638) 14400 49th St N, Clearwater	High	Standard	578	4	$ 0.06	$ 127.16
96	Central 6th Fl Sargent's Office (N604) 14400 49th St N, Clearwater	Low	Standard	88	2	$ 0.06	$ 9.68
97	Central 6th Fl Multi-Purpose Room (N638) 14400 49th St N, Clearwater	High	Standard	276	4	$ 0.06	$ 60.72
98	Central Open Waiting Offices 14400 49th St N, Clearwater	High	Standard	720	4	$ 0.06	$ 158.40
99	Central Breath Testing 14400 49th St N, Clearwater	Low	Standard	600	2	$ 0.06	$ 66.00
100	South Classrooms Upper G Wing 14400 49th St N, Clearwater	Moderate	Standard	400	4	$ 0.06	$ 88.00
101	South Juvenile 14400 49th St N, Clearwater	Moderate	Standard	400	4	$ 0.06	$ 88.00
102	South Law Library 14400 49th St N, Clearwater	Moderate	Standard	400	4	$ 0.06	$ 88.00
103	South Lutenant's Office 14400 49th St N, Clearwater	Moderate	Standard	480	4	$ 0.06	$ 105.60
104	Read Off Room with Sargent's Offices 14400 49th St N, Clearwater	Moderate	Standard	900	4	$ 0.06	$ 198.00
105	Counselor's Office 14400 49th St N, Clearwater	Moderate	Standard	65	4	$ 0.06	$ 14.30
106	South A Wing Administrative Major's Offices 14400 49th St N, Clearwater	High	Low Moisture	3363	4	$ 0.06	$ 739.86
107	South DUI 14400 49th St N, Clearwater	Low	Standard	400	2	$ 0.06	$ 44.00
108	North Control 14400 49th St N, Clearwater	Low	Standard	280	2	$ 0.06	$ 30.80
109	North Administration 14400 49th St N, Clearwater	High	Standard	1788	4	$ 0.06	$ 393.36
110	North Read-Off Room 14400 49th St N, Clearwater	High	Standard	1600	4	$ 0.06	$ 352.00
111	North Lutenant's Office 14400 49th St N, Clearwater	High	Standard	372	4	$ 0.06	$ 81.84
112	North Medial Administration 14400 49th St N, Clearwater	High	Standard	2946	4	$ 0.06	$ 648.12
113	North HC Mail Room 14400 49th St N, Clearwater	High	Standard	693	4	$ 0.06	$ 152.46
114	North Medical Read-Off Room 14400 49th St N, Clearwater	High	Standard	684	4	$ 0.06	$ 150.48
115	North Medical Records Room 14400 49th St N, Clearwater	High	Standard	2500	4	$ 0.06	$ 550.00
116	North Medical 4th Fl (405) 14400 49th St N, Clearwater	High	Standard	360	4	$ 0.06	$ 79.20
117	MSC Control- Offices & Conference Rooms 14400 49th St N, Clearwater	Low	Standard	600	2	$ 0.06	$ 66.00
118	Sheriff's Admin Support Building (SASB) both floors	High	Standard	24522	4	$ 0.06	$ 5,394.84

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	14500 49th St N, Clearwater						
119	SASB- Juvenile Assessement Center 14500 49th St N, Clearwater	High	Standard	4000	4	$ 0.06	$ 880.00
120	SASB- Video Visitation 14500 49th St N, Clearwater	High	Standard	3496	12	$ 0.06	$ 2,307.36
						GROUP D SUBTOTAL	**$ 18,758.96**
			GROUP E- DAS SOUTH				
121	County Building 501 1st Ave N, St. Petersburg	High	Standard	25828	6	$ 0.06	$ 8,523.24
122	County Building 501 1st Ave N, St. Petersburg	Low	Standard	3388	2	$ 0.06	$ 372.68
123	County Building 501 1st Ave N, St. Petersburg	Low	Standard	14810	1	$ 0.06	$ 814.55
124	Judical Building 545 1st Ave N, St. Petersburg	High	Standard	24201	6	$ 0.06	$ 7,986.33
125	Judical Building 545 1st Ave N, St. Petersburg	Low	Standard	9014	2	$ 0.06	$ 991.54
126	Judical Building 545 1st Ave N, St. Petersburg	Low	Standard	14287	1	$ 0.06	$ 785.79
127	Human Services 647 1st Ave N, St. Petersburg	High	Standard	4808	6	$ 0.06	$ 1,586.64
128	Human Services 647 1st Ave N, St. Petersburg	Low	Standard	4808	1	$ 0.06	$ 264.44
129	PAL Sports Complex 3875 54th Ave N, St. Petersburg	High	Standard	2500	6	$ 0.06	$ 825.00
						GROUP E SUBTOTAL	**$ 22,150.21**
			GROUP F- DAS REAL PROPERTY				
130	Mainstream Warehouse 7286 114th Ave, Largo	Moderate	Standard	2400	3	$ 0.06	$ 396.00
131	South County Service Center 2500 34th St N, St. Petersburg	High	Standard	18097	6	$ 0.06	$ 5,972.01
132	Tax Collector North 29399 US Hwy 19 N, Clearwater	High	Low Moisture	20210	6	$ 0.06	$ 6,669.30
133	Property Appraiser 29269 US Hwy 19 N, Clearwater	Low	Standard	3300	1	$ 0.06	$ 181.50
134	North District Sheriff's Office 2496 Bayshore Blvd, Dunedin	High	Standard	4700	4	$ 0.06	$ 1,034.00
135	North District Sheriff's Office 2496 Bayshore Blvd, Dunedin	Low	Standard	8100	1	$ 0.06	$ 445.50
136	Tax Collector North 1645 Gulf to Bay Blvd, Clearwater	High	Standard	5600	6	$ 0.06	$ 1,848.00
137	Licensing Board 7887 Bryan Dairy Rd, Room 133, Largo	Moderate	Standard	1998	2	$ 0.06	$ 219.78
138	OMNI 7421 114th Ave, Largo	Moderate	Standard	5403	2	$ 0.06	$ 594.33
139	Print Shop 8585 Somerset Dr, Suite B, Largo	Moderate	Standard	2500	2	$ 0.06	$ 275.00
						GROUP F SUBTOTAL	**$ 17,635.42**
			GROUP G- UTILITIES				
140	GMD North 3900 Dunn Dr, Palm Harbor	High	Standard	3100	6	$ 0.06	$ 1,023.00
141	South Cross Bayou- Admin & Tech 7401 54th Ave N, St. Petersburg	High	Standard	8990	12	$ 0.06	$ 5,933.40
142	Dunn Administative 4111 Dunn Dr, Palm Harbor	High	Standard	3460	12	$ 0.06	$ 2,283.60
143	Dunn Administative 4111 Dunn Dr, Palm Harbor	Low	Standard	1590	2	$ 0.06	$ 174.90
144	Logan Lab Building A 1620 Ridge Rd, Largo	High	Standard	4600	6	$ 0.06	$ 1,518.00
145	Logan Lab Building B 1620 Ridge Rd, Largo	High	Standard	5858	6	$ 0.06	$ 1,933.14
146	GMD South 6730 42nd Ave N, Largo	High	Standard	6427	12	$ 0.06	$ 4,241.82

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147	GMD South 6730 42nd Ave N, Largo	Low	Standard	7695	4	$ 0.06	$ 1,692.90
148	Keller Water Treatment (Admin Building) 3655 Keller Cr, Palm Harbor	High	Standard	8060	4	$ 0.06	$ 1,773.20
						GROUP G SUBTOTAL	**$ 20,573.96**
			GROUP H- SOLID WASTE				
149	Solid Waste 3095 114th Ave N, St. Petersburg	Moderate	Standard	14000	4	$ 0.06	$ 3,080.00
						GROUP H SUBTOTAL	**$ 3,080.00**
			GROUP I- STAR CENTER				
150	General Conference Room 7887 Bryan Dairy Rd, Largo	Low	Standard	1000	2	$ 0.06	$ 110.00
151	Execuitve Conference Room 7887 Bryan Dairy Rd, Largo	Low	Standard	440	2	$ 0.06	$ 48.40
152	Planning Center 7887 Bryan Dairy Rd, Largo	Low	Standard	900	2	$ 0.06	$ 99.00
153	STAR Center Showcase Conference Room 7887 Bryan Dairy Rd, Largo	Low	Standard	700	2	$ 0.06	$ 77.00
154	Tech Tank Conference Room 7887 Bryan Dairy Rd, Largo	Low	Standard	500	2	$ 0.06	$ 55.00
155	Administration Office 7887 Bryan Dairy Rd, Largo	Low	Standard	1400	2	$ 0.06	$ 154.00
156	Tiffani's Office 7887 Bryan Dairy Rd, Largo	Low	Standard	210	2	$ 0.06	$ 23.10
157	Melissa's Office 7887 Bryan Dairy Rd, Largo	Low	Standard	240	2	$ 0.06	$ 26.40
						GROUP I SUBTOTAL	**$ 592.90**
			GROUP J- AIRPORT				
158	Ticketing A- Public Side 14700 Airport Blvd	High	Standard	6300	2	$ 0.06	$ 693.00
159	Ticketing B- Public Side 14700 Airport Blvd	High	Standard	5000	2	$ 0.06	$ 550.00
160	Baggage Claim 14700 Airport Blvd	High	Standard	10000	2	$ 0.06	$ 1,100.00
161	Holdroom A- Sterile Area 14700 Airport Blvd	High	Standard	16000	2	$ 0.06	$ 1,760.00
162	Holdroom B- Sterile Area 14700 Airport Blvd	High	Standard	12000	2	$ 0.06	$ 1,320.00
						GROUP J SUBTOTAL	**$ 5,423.00**

	ANNUAL SUBTOTAL	CONTRACT TERM TOTAL
GROUP A- DAS NORTH	$ 79,064.37	$ 237,193.11
GROUP B- DAS MID	$ 38,132.66	$ 114,397.97
GROUP C- DAS CENTRAL	$ 51,364.94	$ 154,094.82
GROUP D- DAS DETENTION	$ 18,758.96	$ 56,276.88
GROUP E- DAS SOUTH	$ 22,150.21	$ 66,450.62
GROUP F- DAS REAL PROPERTY	$ 17,635.42	$ 52,906.26
GROUP G- UTILITIES	$ 20,573.96	$ 61,721.88
GROUP H- SOLID WASTE	$ 3,080.00	$ 9,240.00
GROUP I- STAR CENTER	$ 592.90	$ 1,778.70
GROUP J- AIRPORT	$ 5,423.00	$ 16,269.00
CONTRACT SERVICES TOTAL	**$ 256,776.41**	$ 770,329.23

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ADDITIONAL SERVICES	UNIT OF MEASURE (UOM)	3 YEAR ESTIMATED QUANTITY	COST PER UOM	CONTRACT TOTAL
Restorative Cleaning for High Traffic Areas	Square Foot	850,000	$ 0.06	$ 46,750.00
Steam Cleaning Fabric seating (desk chair or reception area chair/loveseat/sofa)	Per Chair	2000	$6	$ 12,000.00
Steam Cleaning Workstation Fabric Panels (4'x4')	Per Panel	2000	$6	$ 12,000.00
			ADDITIONAL SERVICES SUBTOTAL	**$ 70,750.00**

UNSPECIFIED	$	125,000.00
CONTRACT GRAND TOTAL	**$**	**966,079.23**

Unspecified Services County Estimated Amount for Five (5) Years:

Unspecified work is defined as material or services that may be required due to unexpected conditions or events similar to the scope of work. Unspecified work is not guaranteed as part of the contract and must be properly authorized in writing by the County before services are performed.

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EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR 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 Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR 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:

Contractor 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 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.