

**PINELLAS COUNTY
STANDARD TERMS & CONDITIONS
GOODS & SERVICES AGREEMENTS**

EFFECTIVE DATE: 06/14/2023

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1. DEFINITIONS

- A. **“Agreement”** means the agreement CONTRACTOR is entering into with Pinellas County, including all documents and exhibits which are expressly incorporated by reference, and any amendments thereto, regardless of the title of the primary agreement document. The term “Agreement” may be used interchangeably with the terms “Contract.”
- B. **“CONTRACTOR”** means the entity entering into an agreement with Pinellas County, and may be used interchangeably with the terms “bidder”, “respondent”, “contractor”, “vendor”, “submitter”, or “proposer” in relation to any solicitation for goods or services.
- C. **“Confidential Records”** and **“Confidential Information”** mean any information of any Party 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 writing as a trade secret by CONTRACTOR (unless otherwise determined to be a non-confidential public record by applicable Florida law). Notwithstanding the foregoing, Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure in breach of the Agreement; (ii) becomes available to the Party on a non-confidential basis from a third-party source which is not prohibited from disclosing such information; (iii) is known by the Party prior to its receipt from the other Party without any obligation or confidentiality with respect thereto; or (iv) is developed by the Party independently of any disclosures made in relation to the Agreement.
- 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. **“County”** or **“Pinellas County”** means Pinellas County, a governmental agency and subdivision of the State of Florida.
- F. **“Parties”** means Pinellas County and any CONTRACTOR(s) entering into an Agreement.
- G. **“Products”** means any products or goods provided pursuant to an Agreement, and may be used interchangeably with the terms **“Materials”** or **“Goods”**.
- H. **“Services”** means the work, duties and obligations to be carried out and performed by CONTRACTOR under an Agreement. Services include any component task, subtask, service, or function inherent, necessary, or a customarily part of the Services contracted for but not specifically described in the Agreement, and include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance, 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 the Agreement.

2. ACCEPTANCE OF DELIVERABLES

For all deliverables under the Agreement that require formal acceptance by the COUNTY, the COUNTY 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 specifying any required changes, deficiencies, and/or additions necessary. CONTRACTOR will 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, which will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that CONTRACTOR will not be responsible for any delays in the overall project schedule that result from the COUNTY’s failure to timely approve or

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reject deliverable(s) as provided herein. The County will acknowledge final acceptance of the deliverable(s) in writing.

3. COMPLIANCE WITH APPLICABLE LAWS

A. Compliance with Laws, Generally

The CONTRACTOR will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and all Products and Services furnished, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for immediate contract termination.

B. Convicted Vendors

The CONTRACTOR warrants that neither it nor any affiliate is currently on the convicted Vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The CONTRACTOR will immediately notify the COUNTY in writing if its ability to perform is compromised in any manner during the term of the Agreement.

C. Discrimination & Discriminatory Vendors

In the performance of the Services, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, religion, gender, sexual orientation, gender-related identity, age, national origin, or disability.

As required by Section 287.134, Florida Statutes, an entity or affiliate that has been placed on the discriminatory CONTRACTOR list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

D. 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 will be considered a material breach of the Agreement.

4. Conflict Of Interest

The CONTRACTOR represents that it presently has no interest and will 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 will be employed by CONTRACTOR during the agreement term and any extensions; and during the term of this Agreement.

The CONTRACTOR must 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 from CONTRACTOR's legal counsel, at CONTRACTOR's sole expense,

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as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

5. Cooperative Use of Contract By Other Government Agencies

CONTRACTOR agrees to make available to any Florida Government Agency the pricing and terms and conditions of this Agreement. "Florida Government Agency" means all State of Florida agencies, the legislative and judicial branches, political subdivisions of Florida (including other Florida counties) local district school boards, community colleges, municipalities, or other public agencies, which may desire to contract under the terms and conditions of the Agreement. The COUNTY will not be a party to, and will not be responsible for, contracts between the CONTRACTOR and other Florida Government Agencies that adopt the terms of the Agreement. The COUNTY is not responsible for any disputes arising out of transactions made by others.

6. Force Majeure

Neither Party is responsible for a delay resulting from its failure to perform if neither the fault nor the negligence of the Party or its employees or agents contributed to the delay, and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, pandemics, or other similar cause wholly beyond the Party's control. In case of any delay the CONTRACTOR believes is excusable under this provision, the CONTRACTOR will notify the COUNTY in writing of the delay or potential delay and describe the cause of the delay either: 1) within ten (10) days after the cause that creates or will create the delay first arose, if the CONTRACTOR could not reasonably foresee that a delay could occur as a result; or, 2) if delay is not reasonably foreseeable, within five (5) days after the date the CONTRACTOR first had reason to believe that a delay could result. THE FOREGOING CONSTITUTES THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, will be asserted against the COUNTY. The CONTRACTOR will not be entitled to an increase in the Contract price or payment of any kind from the COUNTY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the CONTRACTOR will perform at no increased cost. Notwithstanding the above, if the COUNTY determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the COUNTY, the COUNTY may accept allocated performance or deliveries from the CONTRACTOR, provided that the CONTRACTOR grants preferential treatment to the COUNTY with respect to products subjected to allocation; or may purchase from other sources (without recourse to and by the CONTRACTOR for the related costs and expenses) to replace all or part of the Products or Services that are subject of the delay, which purchases may be deducted from the Agreement quantity; or may terminate the Agreement in whole or in part.

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7. Indemnification And Liability

A. 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.

B. Liability

Neither the COUNTY nor CONTRACTOR will 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 will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The COUNTY will 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

8. INSURANCE & CONDITIONS PRECEDENT

The Parties' rights and obligations under the Agreement are contingent upon and subject to the CONTRACTOR securing and/or providing any performance security or insurance coverage(s) required by the Agreement within 10 days of the Effective Date, unless another date is expressly designated. No services will be performed by the CONTRACTOR and the COUNTY will 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, the Agreement will be deemed not to have been entered into and will be null and void.

9. INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be developed as a result of the Agreement. However, any intellectual property developed as a result of the Agreement will belong to and be the sole property of the COUNTY. The rights conveyed to the COUNTY pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed and refined by the CONTRACTOR and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of this Agreement.

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10. MISCELLANEOUS

A. Advertising

Subject to Chapter 119, Florida Statutes, the CONTRACTOR will not publicly disseminate any information concerning the Agreement without prior written approval from the COUNTY, including, but not limited to mentioning the Agreement in a press release or other promotional material, either in print or electronically, to any entity that is not a party to Agreement.

B. Amendment

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

C. Assignment

This Agreement, and any rights or obligations hereunder, will not be assigned, transferred subcontracted, or delegated to any other person or entity by the CONTRACTOR without express prior written consent of the COUNTY. Any purported assignment in violation of this section will be null and void.

D. Due Authority

By signing any Agreement, each Party represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into the Agreement; (ii) each person executing the Agreement on behalf of the Party is authorized to do so; (iii) the Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

E. Equal Opportunity & County Gift/Gratuity Policy

Pinellas County is committed to a workplace, which is free from harassment or discrimination of any kind. CONTRACTOR and its agents are expected to conduct themselves accordingly in all interactions related to the Agreement. All employees of Pinellas County are prohibited from accepting gifts and/or gratuities from Contractors. CONTRACTOR agrees to ensure that its employees, subcontractors, consultants and other agents honor this policy.

F. Execution in Counterparts.

The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

G. Governing Law & Venue

This Agreement and any associated purchases will 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 will be tried and litigated exclusively in the appropriate court located in or for Pinellas County, Florida. This choice of venue is mandatory. 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.

H. 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.

I. Non-Exclusive Agreement

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Entering into an Agreement imposes no obligation on the COUNTY to utilize the CONTRACTOR for all goods and/or services of the type contracted for which may develop during the agreement period. All agreements are non-exclusive. During the term of any Agreement the COUNTY reserves the right to contract with another provider for similar goods and/or services as it determines necessary in its sole discretion.

J. Parties to the Agreement

This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities to any third parties. Persons or entities not a party to the Agreement may not claim any benefit from the Agreement or as third-party beneficiaries thereto.

K. Project Monitoring

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.

L. Severability

If any section, subsection, sentence, clause, phrase, or portion of the Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portion thereof.

M. Waiver

The delay or failure by either Party to exercise or enforce any of its rights under the Agreement will not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of that or any other right.

11. NOTICES

Any notice or written communication pursuant to the terms of this Agreement must be delivered in person, by Certified Mail, Return Receipt Requested or private carrier express mail, or emailed to the person or persons designated in the Agreement. Notice will be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier. Either designated recipient will notify the other, in writing, if someone else is designated to receive notice.

12. PAYMENT & FISCAL OBLIGATIONS

A. Fiscal Non-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 will be incurred by the COUNTY, or any department, beyond the monies budgeted and available for this purpose. In the event that sufficient budgeted funds are not available for a new fiscal period, COUNTY will notify the CONTRACTOR of such occurrence and the Agreement will terminate on the last day of the then-current fiscal period without penalty or expense to the COUNTY.

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B. Invoices

Invoices (if applicable) must be submitted to the billing address indicated below, or electronically as permitted by the COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq. The COUNTY will notify the CONTRACTOR in writing of a change in the billing address. Any invoices must reference a valid contract or purchase order number and must include reasonable detail and supporting documentation, as necessary, for a proper pre-audit and post-audit thereof, to comply with Florida Statutes. When the Agreement is terminated, all amounts due will be pro-rated.

Invoices (if applicable) must be submitted to:

Clerk of the Circuit Court and Comptroller

Attn: Finance Division / Accounts Payable

PO Box 2438

Clearwater, Florida 33757

Phone: 727-464-8300

Email: FinanceAccountsPay@MyPinellasClerk.gov

The CONTRACTOR will provide the COUNTY with a completed IRS Form W-9 upon execution of the Agreement.

C. Refunds

The CONTRACTOR will, without delay, provide a full refund to the COUNTY of any payments made, upon failure to timely and completely provide the Services for which the payments were made. At the end of the initial term, pricing may be adjusted based on mutual agreement of the Parties.

D. Taxes

The COUNTY is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7 and the Federal Excise Tax Exemption Number is 59-6000800. 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 the Agreement. Payments to County are subject to applicable Florida taxes, which will be the sole responsibility of CONTRACTOR.

E. Travel Expenses

No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

13. CONFIDENTIAL RECORDS, PUBLIC RECORDS & AUDIT

A. Audit

The COUNTY reserves the right to conduct an audit of the CONTRACTOR's records related to this Agreement and any Products or Services provided hereunder, pursuant to Pinellas County Code, Chapter 2. The CONTRACTOR must retain any such records for

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five (5) years following Contract completion and must provide the COUNTY or their authorized representatives complete access to such records for audit purposes during the term of the Agreement and for five (5) years following Agreement completion. This provision does not entitle COUNTY to audit any records that are not related to the Agreement.

B. Confidential Records & Information

Each party will maintain as confidential any Confidential Records & Information, to the extent authorized by Federal and Florida law. Access to Confidential Records & Information will be limited by the Parties to only those employees or agents that must have access to comply with the terms of the Agreement.

C. Cooperation with the Inspector General

CONTRACTOR will fully cooperate with the Pinellas County Clerk of the Circuit Court's Inspector General in any investigation, audit, inspection, review, or hearing initiated by the Inspector General on behalf of the COUNTY that is associated with the administration or performance of the Agreement, including but not limited to providing timely access to records, authorizing interviews of CONTRACTOR agents or employees, and responding to requests for information. CONTRACTOR will include and enforce this requirement in any subcontractor agreement.

D. Public Records

CONTRACTOR acknowledges that information and data it manages in relation to the Agreement may be public records in accordance with Chapter 119, Florida Statutes. 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 and regulations, including but not limited to 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. A CONTRACTOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

Upon request from the COUNTY's custodian of public records, CONTRACTOR will provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

CONTRACTOR will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

Upon completion of the contract, the CONTRACTOR will transfer to the COUNTY, at no cost, all public records in possession of the CONTRACTOR, or will keep and maintain public records as required by law. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request

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from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ADMINISTRATIVE SERVICES, AT

(727) 464-3341,

clerkinfo@mypinellasclerk.org

ATTN: PUBLIC RECORDS LIASON

315 COURT STREET, 4TH FLOOR, ROOM 400, CLEARWATER, FL 33756

The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that the CONTRACTOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that CONTRACTOR is acting on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes. As stated above, CONTRACTOR may contact the COUNTY with questions regarding the application of the Public Records Law; however, CONTRACTOR is advised to seek independent legal counsel as to its legal obligations. The COUNTY cannot provide CONTRACTOR advice regarding its legal rights or obligations.

E. Right to Ownership

All work created, originated and/or prepared by CONTRACTOR in performing Services 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") will 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 will remain the sole property of the COUNTY.

14. TERMINATION

A. CONTRACTOR Default Provisions and Remedies of COUNTY

1. **Events of Default** - Any of the following will 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

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

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C. Termination for Convenience

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.

15. TIME IS OF THE ESSENCE

Time is of the essence of the Agreement. Any Milestones stated in the Agreement are binding. If a Milestone date falls on a day other than a Business Day, such time period will be extended automatically to the next Business Day.

16. WARRANTY OF ABILITY TO PERFORM

The CONTRACTOR warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the CONTRACTOR's ability to satisfy its contract obligations.

17. SERVICES

The terms under this section are applicable if the Agreement includes the provision of SERVICES:

A. Additional Services

The COUNTY may elect to have CONTRACTOR perform Services that are not specifically described in the Statement of Work but are related to the Services ("Additional Services"), in which event CONTRACTOR will perform such Additional Services for the compensation specified in the Statement of Work or negotiated between the two Parties. CONTRACTOR will commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

B. Descoping 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 will enter into a written amendment reducing the appropriate 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.

C. Personnel

1) Approval and Replacement of Personnel

The COUNTY will have the right to approve all CONTRACTOR Personnel assigned to provide the Services, which approval will not be unreasonably withheld. Prior to commencing the Services, the CONTRACTOR will 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 will 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, will 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 will accomplish any such removal within 48 hours after receipt

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of notice from the COUNTY and will 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 will be immediate and not subject to such 48 hour replacement timeframe and the provisions of the Termination Section of this Agreement will apply if minimum required staffing is not maintained.

2) E-Verify

CONTRACTOR and any subcontractor(s) must register with and use the E-verify system in accordance with Florida Statutes Section 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 Statutes Section 448.09(1) will immediately terminate the contract with the person or entity. If the COUNTY has a good faith belief that a Subcontractor knowingly violated this provision, but the CONTRACTOR otherwise complied with this provision, the COUNTY will notify the CONTRACTOR and order that the CONTRACTOR immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. CONTRACTOR acknowledges upon termination of this agreement by the COUNTY for violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR acknowledges that CONTRACTOR is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section. CONTRACTOR or Subcontractor will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. CONTRACTOR will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

3) Independent CONTRACTOR Status and Compliance with the Immigration Reform and Control Act

CONTRACTOR is and will 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 will be considered a material breach of the Agreement.

4) Qualified Personnel

CONTRACTOR agrees that each person performing Services will have the qualifications and requirements to fulfill any obligations.

D. Quality of Services

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The CONTRACTOR agrees that all Services provided under an Agreement will be performed in compliance with the Agreement terms and to the satisfaction of the COUNTY.

18. EQUIPMENT MAINTENANCE

The terms under this section are applicable if the Agreement includes equipment maintenance:

A. Extra Compensation

No repairs, replacements of parts or equipment that will result in extra charges not covered by this contract will be performed by the CONTRACTOR without first submitting a written estimate of cost of same and securing written approval from the COUNTY.

B. Addition and Deletion

In the event any machine or equipment is subsequently purchased, the type of which is covered by the Agreement, such machine or equipment may, at the COUNTY's discretion, be added to the Agreement at the established rate and under the same terms and conditions. Any machine or equipment covered by the Agreement may, at the COUNTY's discretion, be deleted therefrom and the compensation contracted for proportionately reduced at any time, provided 30 days written notice is given to the CONTRACTOR.

19. DIGITAL CONTENT

The terms under this section are applicable if the Agreement includes software, online, or digital content services:

A. Americans with Disabilities Act (ADA) Digital Accessibility Compliance

All public-facing digital content and services produced, modified, hosted, or otherwise provided pursuant to the agreement—including but not limited to audiovisual content, documents, websites, web applications, mobile apps, software, kiosks, and other technology-based Products and Services—must comply with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, and must be in conformance with requirements defined in the following standards: The Information and Communication Technology (ICT) Standards and Guidelines; the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA; or such guidelines as may be subsequently adopted by the Department of Justice (DOJ) for compliance with the ADA. If guidelines are formally adopted by DOJ, those guidelines will be used as the standard for compliance regardless of whether they are more or less stringent than WCAG 2.1 AA.

COUNTY will notify CONTRACTOR in writing if it identifies an issue that renders the product inaccessible (the "Accessibility Issue"). Within 30 days of such notice, CONTRACTOR and COUNTY will meet and agree upon an appropriate and commercially reasonable timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should any of the following conditions occur, it will constitute a material breach of the Agreement by CONTRACTOR and will be grounds for termination by COUNTY:

1. CONTRACTOR fails to acknowledge receipt of the notice and fails to meet within 30 days of receipt of the Notice;
2. CONTRACTOR unreasonably and solely withholds agreement regarding a timeline for resolution; or
3. CONTRACTOR fails to materially resolve the Accessibility Issue(s) within the agreed-upon timeline.

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B. Software Updates

At no additional charge to the COUNTY, the CONTRACTOR will provide all necessary updates to the software to comport with the purpose of this Agreement and to comply with legislative changes. "Update" means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes that CONTRACTOR makes generally available to its customers. COUNTY will notify CONTRACTOR as soon as possible of any necessary changes to the functionality of the software to comply with legislative changes.

20. ACQUISITION OF GOODS OR PRODUCTS

The terms under this section are applicable if the Agreement includes the acquisition of GOODS or PRODUCTS:

A. Additional Quantities

For a period not exceeding ninety (90) days from the date of solicitation award, the COUNTY reserves the right to acquire additional quantities of the Product up to the amount shown in the Agreement, not to exceed double the initial agreed upon order, at the Agreement prices.

B. Best Pricing Offer

During the term of the Agreement, if the COUNTY becomes aware of better pricing offered by the CONTRACTOR for substantially the same or a smaller quantity of a Product outside the Agreement, but upon the same or similar terms of the Agreement, then the CONTRACTOR will extend the lower pricing to the COUNTY or the COUNTY may purchase that item for the lower price from another provider. The COUNTY will provide proof that the lower price is offered by another provider when requesting that the CONTRACTOR reduce its prices. If the CONTRACTOR lowers their pricing during the term of the Agreement, the CONTRACTOR will automatically furnish the lower price to the COUNTY without prompting.

C. Discounts

If the Agreement is for Products to be ordered more than once, CONTRACTOR agrees to negotiate reasonable quantity discounts for one-time delivery of large single orders of Products under the Agreement, such discounts being not less than 5% and not more than 25% of the contracted per-unit price for the Products. A large single order is an order that is at least 25% more than the average of the prior 6 orders, or, if the number of orders is less than 6, then such volume as agreed by the Parties to be a large order. The COUNTY may seek to negotiate additional price concessions on quantity purchases of any Products offered under the Contract.

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

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D. Material Safety Data Sheet

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

E. Material Quality

CONTRACTOR warrants that all products purchased and delivered under the Agreement will be of first quality and not damaged and/or factory seconds. In COUNTY's sole discretion, goods rejected due to damage, inferior quality, or workmanship may be returned to CONTRACTOR at CONTRACTOR's expense and are not to be replaced except upon receipt of written instructions from COUNTY. If the COUNTY elects to have such goods replaced, they will be exchanged within 24 hours of notice to the CONTRACTOR at no charge to the County. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

F. Variation in Quantity

County assumes no liability for products produced, processed or shipped in excess of the amounts ordered pursuant to the terms of the Agreement or associated Purchase Order.

G. Product Versions & Equivalents

Each purchase will be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order, unless the COUNTY specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification or purchase order are descriptive, not restrictive. With the COUNTY's prior written approval, the CONTRACTOR may provide any product that meets or exceeds the applicable specifications. The CONTRACTOR will demonstrate comparability through such means as appropriate catalog materials, literature, specifications, or test data. The COUNTY will determine in its sole discretion whether a Product is acceptable as an equivalent.

H. Safety Standards

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source will be constructed and approved in a manner acceptable to the appropriate State Inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all Products furnished will meet all applicable requirements of the Occupational Safety and Health Act (OSHA) and State and Federal Requirements relating to clean air and water pollution.

The COUNTY reserves the right to inspect, at any reasonable time with prior notice, the equipment, product, plant, or applicable facilities of a CONTRACTOR to assess conformity with the Agreement requirements and to determine whether they are adequate and suitable for proper and effective Agreement performance.

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I. Trade-In

The COUNTY may trade-in equipment when making purchases under the Agreement. A trade-in will be negotiated between the COUNTY and the CONTRACTOR. The COUNTY is obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process.

J. Transportation & Installation

Unless otherwise specified, prices will include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods will be free on board (FOB) Destination to any point within thirty (30) days after the COUNTY places an order. CONTRACTOR, within five (5) days after receiving a purchase order, will notify the COUNTY of any potential delivery delays. Evidence of inability or intentional delays may be cause for cancellation of the Agreement.

Where installation is required, CONTRACTOR will be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated in the Agreement or on the purchase order. CONTRACTOR's authorized product and price list will clearly and separately identify any additional installation charges. All materials used in the installation will be of good quality and will be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. CONTRACTOR will protect the site from damage and will repair damages or injury caused during installation by CONTRACTOR or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the CONTRACTOR will promptly restore the structure or site to its original condition. CONTRACTOR will perform installation work so as to cause the least inconvenience and interference with the COUNTY and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work will be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Tangible Products will be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain the COUNTY's property.

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EXHIBITS:

- **EXHIBIT A: PAYMENT/INVOICES**
- **EXHIBIT B: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS**

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21. EXHIBIT A: PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR must submit invoices for payment due as provided herein with such documentation as required by Pinellas COUNTY and all payments will be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices will be submitted to the address below unless instructed otherwise on the Agreement or purchase order, or as directed in writing by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice must include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown below, as applicable. Any disputes will be raised and resolved in accordance with the COUNTY's Dispute Resolution Process for Invoiced Payments (Exhibit B), established in accordance with Section 218.76, Florida Statutes.

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 (if applicable)
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's Purchasing website at (<https://pinellas.gov/department/purchasing-risk-management-division/>)

*If the Agreement specifies that Purchase Orders are to be utilized, the Purchase Order Number must appear on all packing slips, invoices and correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

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**22. EXHIBIT B: 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 will apply:

- A. Pinellas COUNTY will notify a vendor in writing within 10 days of receipt of an improper invoice. The notice will indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the COUNTY. Such steps should include requiring the vendor to contact the requesting department to validate the invoice and receive a sign off from that entity that would indicate that the invoice in question is in compliance with the terms and conditions of the Agreement, and then resubmitting the invoice as a "Corrected Invoice" to the requesting department to initiate the payment timeline.
 1. Requesting department for this purpose is defined as the COUNTY department for which the work is performed or to which goods are provided.
 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 will assign a representative who will act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager will 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 must be commenced no later than 30 days after the date on which the payment request or invoice was received by Pinellas COUNTY and will not extend beyond 45 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 will perform the required investigation and arrive at a solution before or at the 45-day timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The COUNTY Administrator or his or her designee will 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 will not be subject to Chapter 120 of the Florida Statutes. The procedures will 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 will 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 will be made to cover court costs and reasonable attorney

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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.