

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 1 day of March, 2018 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Kessler Consulting, Inc., ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 167-0463-P(LN) ("RFP") for Consulting Services – Solid Waste Reduction and Recycling Programs; 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, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (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.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Public Outreach and Partnership Division 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. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and for five (5) years, 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 4.A.

5. 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 5 ("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 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$1,233,750.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable at the hourly rates set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

C. Travel Expenses.

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

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

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 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.

6. Personnel.

A. 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.

B. 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 Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

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

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (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 Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (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 thirty (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 Section 7.A.1.(iii), 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 Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. 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.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all 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; except only such injury or damage as shall have been occasioned 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.

14. 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.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Board of County Commissioners or designee, will have ten (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 Contractor. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. 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 all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Stephanie Watson
Solid Waste Program Supervisor
Solid Waste Department
3095 114th Avenue North
Saint Petersburg, Florida 33782
Phone (727) 464-7541
swatson@pinellascounty.org

For Contractor:

Attn: Mitch Kessler, President
Kessler Consulting, Inc.
14620 N. Nebraska Avenue, Building D
Tampa, Florida 33613

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

19. Conflict of Interest.

- A.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B.** The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps, and testing, and other 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.

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

22. 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.

23. Applicable Law and Venue. This Agreement 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.

24. 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.

25. 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.

26. 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.

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

(Signature Page Follows)

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

PINELLAS COUNTY, FLORIDA

By and through its



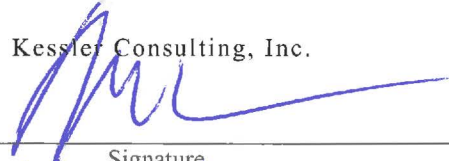
By

Mark S. Woodard

County Administrator

Kessler Consulting, Inc.

By:



Signature

Mitch Kessler

Print Name

President

Title

APPROVED AS TO FORM

By:



Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

Services outlined shall include, but not limited to, securing technical assistance with solid waste and recycling programs, contract development, program evaluation, waste audits, composition studies, and market evaluation. The statement of work outline herein presents examples of, but is not limited to, representative tasks to be performed. Work includes evaluate existing and develop potential programs in terms of cost, implementation strategy, program compatibility, waste reduction, and other relevant criteria. Identify any regulatory or legislative changes that must occur to implement specific strategies. Identify future facilities and programs determined to be viable for meeting the goals and objectives for solid waste management system.

1) Grants and Other Incentive Programs**a) Awards and Grants -**

Anticipated task activities to complete this task include, but are not limited to, the following:

- Identify award and grant programs that the Department of Solid Waste (DSW) could potentially apply for. This will include federal, state, and private sector grant programs, as well as grants and award programs sponsored by industry trade associations. A list of known award and grant programs will initially be provided; however, additional opportunities will likely occur throughout the term of the contract.
- Discuss these various programs with DSW staff, providing insight regarding in which ones DSW might most successfully compete.
- Upon request from DSW, prepare a draft application, including any supporting materials. Kessler Consulting Inc. (KCI) will work closely with DSW staff in preparing applications, requesting relevant information, graphics, and photographs to include in the application.
- Finalize the application based on feedback from DSW staff in sufficient time for submittal. ☐ Provide follow-up as needed following submittal of the application.

b) New and Emerging Material Markets

China's announced prohibition on the import of certain grades of recovered paper and plastics by the end of 2017 and its denial of permit renewals for certain shipments of recovered materials has already started to impact the U.S. recycling industry. For some, it has led to stockpiling or landfilling recovered materials. For many, it means refocusing diversion efforts to target materials that have end-users within the United States. As the County seeks to expand recycling programs, understanding regional, domestic, and international markets is critical.

Anticipated activities to complete this include, but are not limited to, the following:

- Update and expand the regional processing capacity needs analysis to evaluate available processing capacity in the Tampa Bay Area compared to program expansions that have occurred since the previous analysis as well as anticipated future program expansions. Also, expand the needs analysis to include other material streams such as organics and C&D debris, as well as reuse operations.
- Using the emerging technology report previously prepared for the County as a starting point, work with DSW staff to identify technologies or markets that might help address gaps in processing/market capacity or provide new opportunities to increase waste reduction and recycling.

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- Upon request from DSW, conduct a more detailed feasibility analysis of material markets or technologies deemed most viable for Pinellas County and/or the Tampa Bay Area. This analysis will include the potential types and tonnages of materials that could be put to beneficial use, sources of materials and programs needed to capture/collect this material, infrastructure (facility) needs, compatibility with the County's current system, available end markets, estimated costs, and regulatory or legislative changes that might be needed.

c) Attracting Materials Processing and Marketing Operations

KCI will assist in developing programs to attract materials processing and marketing operations to DSW and/or the Tampa Bay Area to stimulate new materials markets for recycling or reuse. KCI is well positioned to facilitate discussions between the counties in the area. We are currently working with Hillsborough, Manatee, and Sarasota counties, as well as numerous municipalities within the area. We previously worked with Pasco and Polk counties and recently submitted a proposal to Pasco County for continued recycling assistance.

Specific activities will depend on the type of processing and/or markets the County wishes to attract, as well as the other public sector entities involved in the project. Provided below are activities that might be anticipated:

- Based on the findings of feasibility studies conducted, develop an initial strategy for attracting the desired processing and/or market operations.
- Meet with other Tampa Bay Area counties and interested municipalities to discuss desired processing/market operations, the proposed strategy for attracting such operations, and the potential for regional cooperation.
- Meet with potential private sector partners to determine the level of interest in developing processing/market capacity or operations in the Tampa Bay Area.
- Based on the outcome of these meetings, modify and implement the strategy. This may include a wide variety of activities ranging from policies to incentivize certain actions to development of collection programs to procurement of processing/marketing services or procurement for facility construction and operation. KCI is well versed in all of these approaches and is capable of assisting the County through full-scale implementation.

2. Waste Reduction and Recycling Programs

a) Estimation of Non-Reported Waste Reduction, Recycling and Reuse

Develop metrics to estimate the quantities of materials diverted from disposal through waste reduction, recycling, and reuse activities that currently exist as part of normal community function, but are not reported or documented. Pinellas County currently uses such a metric to estimate grass cycling, i.e., leaving grass clippings on lawns after mowing to return nutrients back to the soil rather than collecting them for disposal. The County has also made great strides in documenting C&D debris recycling that was not reported.

KCI proposes the following activities to conduct this task:

- Meet with County staff to review and discuss this previous work and revisit whether either project warrants continuation. In particular, KCI believes the methodology for charitable organizations might warrant further analysis.

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- If more complete data is currently provided by charitable organizations seeking a disposal allowance, use this information to again analyze the relationship between sales area square footage and the quantity of materials sold, donated, or recycled to determine whether a viable metric can be developed. We will also consider whether any other readily available data for charitable organizations might serve as a viable indicator of reuse and recycling.
- Review the list of businesses in the *A to Z Guide* to identify those that are most likely to reuse or recycle substantial quantities of material that are not marketed to companies that already report recycling tonnage to FDEP.
- Review this prioritized list with County staff and, upon request, survey these entities to obtain information regarding reuse and recycling activities and other relevant information.
- Review this information to determine whether a viable metric can be developed to estimate reuse and recycling activities.

b) Recyclables and Waste Composition Analyses; Data Utilization

Outlined below are the anticipated activities to conduct a comprehensive recyclables and waste composition study:

- Meet with County staff to confirm the study objectives, the various generator sectors to be included in the waste study (e.g., curbside residential, multifamily residential, commercial, specific types of commercial businesses, etc.) and/or recycling study (e.g., drop-off sites, beaches and parks), as well as other study parameters.
- Review existing and relevant data, including the quantities and sources (as available) of garbage, yard waste, metals/white goods, household hazardous waste, C&D debris, hand-unload bulky materials, and hand-unload garbage received at Bridgeway Acres, as well as the quantities and sources of recyclables collected by the County's contractor.
- Develop the sampling and sorting protocol, which will include a list of material categories into which recyclables and waste will be sorted, sampling schedule, procedures for pulling representative samples of recyclables and waste, sorting procedures, and site safety plan.
- Develop the protocol for a visual audit of Class III and non-processible waste that is landfilled, which will include a list of material categories and procedures for visually characterizing these bulky loads of waste.
- Review and discuss the above items with County staff and make any necessary modifications.
- Coordinate equipment needs, obtain all necessary equipment, and mobilize for the field work. KCI typically provides a scale, customized sorting table, all sorting equipment and tools, safety equipment, protective gear, fluids to keep workers hydrated, and a tent if needed. The County will be asked to provide a bobcat or small loader (no more than a three-yard bucket and preferably with a grapple bucket) and operator for pulling samples and roll-off containers or other means of transporting sorted and unsorted materials to appropriate recycling or disposal sites.
- Conduct the manual sorting activities in accordance with the sampling and sorting protocol. The duration of the field work will depend on the number of samples to be sorted and will be specified in the protocol. KCI will provide a Field Supervisor and Sampling Supervisor, as well as day laborers to assist with the sorting activities. The County will also have the option of providing some or all of the sort labor.
- Conduct the visual waste audit in accordance with the audit protocol. KCI typically has a single staff person conduct the visual audit to ensure consistency in results.

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- Analyze the sorting event data to calculate the percentage by weight of each material category for each generator sector as well as 90% confidence intervals. All data will be analyzed in accordance to the ASTM's Standard Test Method for Determination of the Composition of Unprocessed Municipal Solid Waste; Designation D 5231-92 (Reapproved 2008). Data for the generator sectors will be combined based on the relative tonnages each contributes to the incoming Class I waste stream to calculate the overall composition of Class I waste received at Bridgeway Acres.
- Analyze the visual audit data to calculate the percentage by volume of each material category for each generator sector. Results will be converted from volume to weight using industry-developed conversion factors.
- Provide all study data and analysis in a final recyclables and waste composition study report.

Composition study data can be used for various purposes. Summarized below are just a few of the ways KCI will assist the County in using the study results:

- Identify future opportunities to increase waste reduction and recycling based on the quantities of various materials disposed. Particular attention will be given to materials with low heat content, such as food waste, that are not as beneficial for energy production.
- Estimate the heat content (measured in BTU per ton) of various types of non-processible materials disposed in the County's landfill to determine if any components could be processed and used as fuel in the Resource Recovery Facility. The objective would be to maximize the life of the landfill and enhance energy production.
- Evaluate the effectiveness of existing programs by comparing current study results with previous Pinellas County studies.
- Using information provided by County staff, incorporate the tonnages of all other County waste and recyclables received at Bridgeway Acres and other facilities into the study results to estimate the overall composition of waste generated within the County for use in the annual report to FDEP.
- Use the recyclables composition study results to develop technical specifications and revenue sharing formulas for future collection and processing contracts.
- Identify any contaminants in the recycling stream that, because of their quantity or nature, are especially problematic. If identified, work with County staff to develop a strategy to reduce this contamination, possibly through educational efforts, signage, or other approaches.

c) Collection Center and Beach/Park Recycling Expansion

Recyclables and Waste Composition Analyses; Data Utilization (b above) discusses the possibility of conducting a recyclables composition study and the activities involved. Additional possible activities related to these programs are outlined below:

- Evaluate available data regarding the current status the Collection Center and Beach/Park Recycling Programs, including recycling tonnages, collection locations and frequencies, expenses and revenues, and other relevant information.
- Identify additional studies or metrics to assist in evaluating the programs. Such metrics might include a user participation analysis, user survey, citizen awareness survey, or contamination analysis (using recyclables composition study data).
- Conduct any additional studies approved by the County.
- Identify potential opportunities to improve and expand the programs. Such opportunities might include adding collection locations, developing informational materials, providing clearer signage, and/or using new or different outlets for information dissemination.

EXHIBIT A

STATEMENT OF WORK

- Review these opportunities with County staff and assist in developing and executing implementation plans as appropriate.
- Assist the County in working with municipalities to promote and expand the Beach/Park Recycling Program.
- Assist in preparing technical specifications, revenue sharing formulas, and price forms for future collection and processing bid documents.

d) Business Waste Reduction Program Assistance

Proposed Task activities include, but are not limited to, the following:

- Review recent information regarding the status of the CWW Program and all CWW program materials; update our analysis of program effectiveness and provide recommendations for improvement.
- Review and update written and visual waste assessment training materials as needed.
- Identify and develop additional materials to support the CWW program.
- Create an up-to-date Excel database of commercial recycling providers/haulers in Pinellas County, including municipal and private haulers. To the extent service providers are willing to share such information, the list will include contact information, types of recyclables accepted and any restrictions on these materials, types of collection services provided, whether recycling collection service is contingent on also providing waste collection to the business, available and preferred methods of collection (e.g., segregated by material, single stream, bulk versus baled cardboard, etc.), types of collection containers offered, available frequency of collection service, and pricing (if available).
- Identify potential options for recycling of nontraditional recyclable materials such as organics, polystyrene, batteries, electronics, pallets, and printer cartridges.
- Develop suggestions to improve glass bottle recycling in Pinellas County, especially at large generators such as breweries.
- Identify online reuse posting opportunities (i.e., where businesses can post items available for reuse).
- Conduct training workshops for County staff to provide waste assessment training and to present the CWW supporting materials.
- Provide technical assistance to County staff in responding to requests from businesses on specific topics.
- Participate in business site visits and waste audits as requested.

e) New Programs to Achieve 75% Recycling Goal

Based on results of the waste composition study and research of new and emerging materials markets and associated infrastructure, KCI will work with County staff to select, develop, and implement new programs to expand waste reduction and recycling. Potential task activities are outlined below. They would proceed with review and approval by County staff at each step.

- Develop an initial concept for any proposed new programs that includes targeted generators and/or materials, diversion potential, basic program framework, and preliminary cost estimate.
- Prepare a detailed implementation plan that identifies all logistics, equipment and infrastructure needs, partnerships, ordinance or policy changes that are needed, associated education and outreach, proposed timeline, more detailed cost analysis, and funding sources.
- Develop standard operating procedures for the program.

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- Develop metrics for measuring program performance.
- Work closely with County staff to assist with program implementation.

f) New Waste Reduction Programs for Residents and County Departments

The two generator sectors vary greatly in that the County has limited involvement in collecting residential recyclables other than the Collection Centers, but is involved in County department recycling. According to the 2010 U.S. Census, nearly 30% of Pinellas County housing units are in complexes of five or more units. Multifamily residents are likely the most underserved population when it comes to recycling, with Collection Centers or other drop-off sites being the only option for many. This was also demonstrated by the 2014 waste composition study in which 37% of multifamily waste consisted of recyclable paper and containers as compared to 26% of single-family residential waste. Therefore, multifamily recycling represents an important opportunity for residential program expansion.

The County can lead by example through a comprehensive and active waste reduction and recycling program at all County departments. Comprehensive programs usually include not only collection of recyclables, but sustainable procurement and reuse practices as well.

Proposed task activities would initially include the following:

- Meet with County and municipal recycling staff and review any relevant data to evaluate the current status of multifamily recycling throughout the County.
- Coordinate and facilitate a meeting of multifamily property managers to discuss specific barriers to recycling and how to overcome them.
- Participate in the Pinellas Partners in Recycling as well as individual meetings with County and municipal recycling staff to identify additional opportunities for the County to assist in expanding residential recycling.
- Review relevant information regarding the existing County department recycling program, including recycling tonnage, service locations, and recycling and purchasing policies, to evaluate the current status of the program.
- Facilitate a meeting of County department representatives to discuss barriers to recycling within their departments and how to overcome them.
- Based on these meetings and information, develop conceptual plans to expand multifamily recycling, to expand County department recycling, and to make other program enhancements identified. These conceptual plans will outline the potential roles of all stakeholders, basic program framework, and preliminary cost estimate.

Following review and discussion with County staff and other appropriate stakeholders, KCI will proceed with developing more detailed plans for all approved conceptual plans, as well as with implementation. Proposed activities include the following, which will need to be refined and expanded based on the programs under development.

- Prepare a detailed implementation plan for each program that identifies all logistics, equipment and infrastructure needs, partnerships, necessary ordinance or policy changes, associated education and outreach, proposed timeline, more detailed cost analysis, and funding sources.
- Develop standard operating procedures for the program.
- Develop metrics for assessing program performance.
- Work closely with County staff and other stakeholders to assist with program implementation.

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3. Education and Outreach

Bringing about behavior change through ongoing, effective education and outreach (E&O) is critical to any successful waste reduction and recycling program. The first task in any E&O project is to clearly define the target audience, message to be conveyed, and desired results.

The tasks below align with the specific scope of work specified in the RFP. All of the tasks below would first start with a meeting with County staff to confirm project objectives, deliverables, and timeline.

Summer Camp Program

Anticipated activities for this task include, but are not limited to, the following:

- Research various summer camp programs for school age children, compiling relevant information such as focus, duration, materials, and costs.
- Meet with County staff to review and discuss the compiled information and the type of program that might best meet the County's objectives.
- Based on input from County staff, design the summer camp program. Such design will include a schedule of daily activities and events, the objectives of each, materials needed for each activity, estimated costs, and intended results. It will also address possible limitations on the number of participants, and program promotion.
- Following review and approval, assist in implementing the summer camp program. This could range from finalizing the program design to developing or compiling all materials needed for the program to conducting training workshops to conducting the summer camp itself.

b) Educational and Informational Outreach (E&O) Materials

KCI will work with County staff to develop E&O materials and campaigns in support of the various County solid waste and recycling programs as well as in support of regional E&O efforts such as tampabayrecycles.org, as appropriate. We will strive to ensure consistency in branding the County's programs. Outlined below are the anticipated activities that will be completed for each E&O assignment:

- Clearly define the County's objectives, target audience, behavior change or intended results of the E&O materials or campaign, project partners, and budget.
- Prepare a recommended approach to meet the E&O objectives. Depending on the assignment, this might include types of messaging, communication outlets (e.g., printed, internet, social media, radio, TV, etc.), distribution timing and methods, production, and estimated cost.
- For E&O campaigns, develop a detailed implementation plan.
- Assist the County in preparing E&O materials and/or executing campaigns. This assistance could include, but would not be limited to, conceptual design, branding (logo and design element), text writing, social media, photography, graphic layout, media analysis, production, media, printing, graphic design, and event coordination.

EXHIBIT A

STATEMENT OF WORK

c) School Educational Activities

Anticipated activities for this task include, but are not limited to, the following: information and examples.

- For those education activities selected by the County (possibly with teacher input), design the activity. Such design will include a written explanation of the activity, its objectives, time and materials needed to conduct the activity, and intended results.
- Following review and approval, assist in implementing the activity. This could range from finalizing the activity design to developing or compiling all materials needed for the activity to conducting training workshops.

4. Vendor Contracts

KCI will stay abreast of industry trends and local and national market conditions. KCI will regularly survey Florida communities regarding service contracts and rates and maintain a database of this information. KCI will also monitor markets and pricing for recovered materials. This industry knowledge and experience enables KCI to think strategically when procuring services, to decide when to negotiate and when to procure services, and to obtain some of the best pricing and revenue share arrangements in the State.

The first step in any contracting project is to develop a strategy for achieving the best results for the County. Depending on the County's objectives, this may entail negotiating an extension of an existing contract or conducting a competitive procurement.

Outlined below are the anticipated tasks and activities to assist the County with a procurement process.

a) Procurement Document Development

- Participate in a project kick-off meeting with County staff to discuss and clearly define the County's objectives. Based on whether any service changes are desired, whether the existing contract allows for an extension, the quality of service provided by the existing contractor, and existing service fees, KCI will work with County staff to decide whether negotiating an extension or conducting a competitive procurement is in the best interest of the County. If a competitive procurement is selected, KCI will discuss the advantages and disadvantages of a bid versus an RFP process to determine the best approach for that specific service contract.
- Assist in developing the procurement document. Based on past experience, Pinellas County has standard templates it uses for procurements. KCI will work within these templates to prepare service requirements, technical specifications, minimum qualifications (if required), evaluation criteria, and price forms.
- Develop a draft agreement for inclusion in the solicitation. Depending on the type of procurement and the structure of the County's procurement template, we often develop a draft contract for inclusion in the procurement document.
- Revise and finalize the draft documents based on County staff input.
- Work interactively with County solid waste, purchasing, and legal staff to finalize the procurement document.
- Prepare a list of vendors to be notified of the procurement document release. We maintain a database of collection service providers currently operating in the Florida marketplace or interested in entering the marketplace, as well as regional contacts for these companies.
- Participate in the pre-submittal meeting if one is held.
- Provide technical support and assist with responding to vendor questions and developing any necessary addenda.

EXHIBIT A

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b) Proposal Evaluation

- Review the technical aspects of all submittals received and assist in determining whether minimum qualifications have been met.
- Prepare a price summary sheet of all submittals.
- Provide technical assistance to the evaluation committee.
- Coordinate and facilitate presentations by vendors if desired by the evaluation committee.
- Assist in negotiating and finalizing the agreement with the selected vendor.
- Upon request, assist in presenting the recommendation for award and final agreement to the Board of County Commissioners (BOCC).

5. Meetings and Presentations

Each meeting and presentation is unique; however, outlined below are the anticipated tasks and activities to assist the County with meetings and presentations.

a) Presentation Preparation

- Work closely with County staff to define the primary objectives of the meeting or presentation.
- Draft presentation materials. This may include PowerPoint presentations, handouts, or other visual aids. A clear, concise summary with well-defined recommendations and/or action items are usually called for, especially for presentations to the BOCC. Graphics or visuals to present key points are generally preferable to lengthy explanations.
- Based on input from County staff, revise and finalize all presentation materials.
- Prepare any backup materials or slides that might be needed to address specific questions or issues that might arise.

b) Presentations and Technical Assistance

- Coordinate with County staff to decide the roles of the County and KCI in all meetings and presentations. KCI's role can range from providing technical assistance to County staff to giving the presentation and responding to any questions. The most positive results are typically achieved when we work jointly with our clients to demonstrate buy-in by all parties.
- Participate in the meeting or presentation.
- Provide meeting notes, as appropriate, following the meeting.
- Identify and execute any follow-up actions.

6. Work Assignments:

Upon receipt of the task request from DSW staff, KCI will prepare a detailed scope of services work assignment to accomplish the task objective. The scope of services shall include a description of the work activities, information or data needed, meetings, as well as deliverables and other information or resources required to be provided by DSW. The work assignment shall include a schedule for completion and an estimated fee proposal, which includes a not to exceed fee proposal. DSW shall approve all work assignments. Services shall not begin until a purchase order is issued.

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7. **Draft Submittals:**

All work assignments will include a draft submittal document for review and comment by County staff. It is possible that multiple drafts may be required depending on the scope of work for a particular Work Assignment.

- a. Submittal Format: Draft submittals shall be provided in MS Word® format so that track changes can be used to document review comments. All draft documents shall indicate DRAFT as a water mark or in the footers or headers. Final submittals shall include three (3) hard copies and one electronic copy in pdf format unless otherwise stipulated in the work assignment scope of work.
- b. Schedule: A schedule will be required for all Work Assignments in a format acceptable to DSW staff.

8. **Progress Reporting:**

KCI shall submit a progress report with each invoice. The progress report shall include an updated schedule and any other progress discussion relative to the work tasks defined in the scope of work.

9. **Data:**

KCI shall define all data and information needed from DSW that is required to complete the Work Assignment. KCI shall define the data and information needed to the DSW and the format of delivery.

10. **Research Data:**

KCI may be required to conduct internet or other research for data or information needed for analysis as part of the Work Assignment. All data and research obtained for the Work Assignment shall be summarized and submitted as an appendix or attachment with the final deliverable.

EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE:

- a) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- b) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Consultant to the County at least thirty (30) days prior to the expiration date.
 - (1) Consultant 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 Consultant from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - (2) Should the Consultant, 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 Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- c) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- d) If subcontracting is allowed under this RFP, the Prime Consultant 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 Consultant and its subcontractors shall be writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Consultant to the same extent Consultant 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 Consultant 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. Consultant 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 at variance with the Contract Documents.

EXHIBIT B

INSURANCE REQUIREMENTS

- e) 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 Consultant is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name 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 such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(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 Consultant is only using employees named on such list to perform work for the County. Should employees not named be utilized by Consultant, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Consultant to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Consultant and subcontractor(s).
- f) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

EXHIBIT B

INSURANCE REQUIREMENTS

- (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) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Consultant may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy 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 Professional Liability and other coverage combined.

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

EXHIBIT C

PAYMENT SCHEDULE

Position Title (Or Similar)	Hourly Rate
Project Director	\$210.00
Project Manager	\$170.00
Research Analyst	\$ 75.00
Consultant	\$ 95.00
Senior Consultant	\$140.00
Technical Support	\$ 60.00

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT D

PAYMENT/INVOICES

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT D

PAYMENT/INVOICES

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.