

AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into on the 1st day of October, 2019 (“**Effective Date**”), by and between Core & Main LP (“**Vendor**”) and the City of St. Petersburg, Florida, (“**City**”) (collectively, “**Parties**”).

1. Sale of Products. The City may purchase from Vendor any of the products set forth or described in RFP No. 7205 (collectively, “**Products**”), in the quantities desired by the City, which Products and quantities shall be set forth in individual purchase orders issued by the City (individually, “**Purchase Order**” and collectively, “**Purchase Orders**”). The Purchase Orders will be incorporated herein by reference upon issuance.

2. Vendor Duties. Vendor shall supply the Products and provide ancillary services to the City in accordance with this Agreement and scope of work attached to this Agreement as Appendix A (“**Scope of Work**”).

3. Agreement Components.

A. Except as otherwise provided in paragraph 29 of this Agreement, the agreement components are this Agreement, the appendices to this Agreement, the attached CSP BPA FORM (“**BPA Form**”), and the following documents, which are made a part hereof by reference (“**Solicitation Documents**”):

- (i) RFP No. 7205 dated February 28, 2019 (“**Document 1**”)
- (ii) Amendment 1, RFP 7205,1 dated March 22, 2019 (“**Document 2**”)
- (iii) Amendment 2, RFP 7205,2 dated March 22, 2019 (“**Document 3**”)
- (iv) Amendment 3, RFP 7205,3 dated April 3, 2019 (“**Document 4**”)
- (v) Amendment 4, RFP 7205,4 dated April 10, 2019 (“**Document 5**”)
- (vi) Amendment 5, RFP 7205,5 dated April 30, 2019 (“**Document 6**”)
- (vii) Amendment 6, RFP 7205,6 dated May 6, 2019 (“**Document 7**”)
- (viii) Questions and Answers dated April 23, 2019 (“**Document 8**”)
- (ii) Offeror Submittal, Quote No. 9594 dated May 9, 2019 (“**Document 9**”)

B. In the event of an inconsistency or conflict between or among the documents referenced in paragraph 3.A., the following order of precedence shall govern: (i) this Agreement and its appendices; (ii) the BPA Form, exclusive of attachments; (iii) the attachments to the BPA Form, if any; (iv) the Purchase Orders, if any; and (v) the Solicitation Documents. In the event of an inconsistency or conflict between or among the Solicitation Documents, the

order of precedence for the Solicitation Documents is the order the documents are listed above (e.g. Document 1 governs over Document 2, Document 2 governs over Document 3, etc.).

4. Payment.

A. Pricing. Provided Vendor faithfully performs its obligations contained in this Agreement and the City has accepted the Products in accordance with this Agreement, the City shall pay Vendor for the Products set forth in the applicable Purchase Order in accordance with the unit prices set forth or described in this Agreement (“Unit Prices”), an amount not to exceed \$2,500,000 annually (“Agreed Amount”). The Agreed Amount shall be inclusive of all delivery costs, ancillary services, and Vendor’s warranty obligations under this Agreement. The Unit Prices and the Agreed Amount may be increased only in strict accordance with this Agreement.

B. Invoices. Vendor shall invoice the City upon each delivery of Products. Vendor shall not invoice the City for any Products prior to delivery of such Products. All invoices shall be submitted to ap@stpete.org and shall contain the following information:

- (i) City’s Purchase Order number;
- (ii) Name of Vendor,
- (iii) Date of preparation of invoice,
- (iv) Vendor’s invoice number,
- (v) Address to which the City is to send payment,
- (vi) A description of the Products, including quantities, unit prices, and extensions,
- (vii) Discount payment terms, if applicable, and
- (viii) Name of requesting City department for whom the Products were shipped.

C. Payment. If the City accepts the Products described in each invoice in accordance with this Agreement, the City shall pay each invoice within thirty (30) days after receipt of such invoice (provided Vendor is in compliance with this Agreement).

D. Cash Discounts. In the event the City is entitled to a cash discount for early payment of invoices, the period of computation for the cash discount will commence on the date of the City’s receipt of an invoice completed in compliance with this Agreement. If an adjustment to payment is necessary due to damage to Products, the cash discount period shall commence on the date the City approves the Products in accordance with this Agreement.

E. Firm Prices. Vendor warrants that the Unit Prices shall remain firm for the initial twelve-month period beginning on the Effective Date.

F. Price Escalation/De-Escalation. After the initial twelve-month period of this Agreement, Vendor or the City may make a request for an adjustment of the Unit Prices by submitting such request in writing to the other party. Such request shall include a written explanation and detailed supporting documentation as justification for such adjustment of the Unit Prices. Increases in the Unit Prices shall not be effective except pursuant to a writing duly executed by both Parties. Any

adjustment in the Unit Prices will establish the new base Unit Prices from which any subsequent price adjustment will be calculated.

5. Delivery.

A. Date and Location. Vendor shall deliver the Products to the shipping location set forth in the Purchase Order in accordance with the delivery date(s) specified in the Purchase Order. Time is of the essence as to Vendor's obligation to deliver the Products in accordance with this Agreement.

B. Documentation. Unless otherwise agreed to by the City in writing, all deliveries made by Vendor pursuant to the Purchase Order shall be accompanied by delivery tickets or sales slips which shall contain the following information:

- (i) Name of Vendor,
- (ii) Purchase Order Number,
- (iii) Description of Products delivered (including model number and City's inventory item number if applicable),
- (iv) Quantity of each of the Products, and
- (v) Date of shipment of the Products.

C. Default. In the event Vendor fails to deliver the Products in accordance with the delivery date(s) specified in the applicable Purchase Order, the City may order substitute Products from another vendor and recover from Vendor as damages the difference between the cost of cover and the price of such Products under this Agreement, together with any incidental or consequential damages. Failure of the City to effect cover does not bar it from any other remedy.

6. Term. The initial Term of this Agreement commences on October 1, 2019 and terminates on September 30, 2022 unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for one (1) two-year period at the end of the initial Term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to "Term" shall include the initial Term and all renewal Terms.

7. Inspections and Acceptance.

A. Inspection. The City shall have a right to inspect the Products within a reasonable time not to exceed ten (10) business days after delivery to determine whether the Products conform to the Specifications (as defined herein).

B. Acceptance. The City shall accept the Products delivered pursuant to each Purchase Order if all of the Products for that Purchase Order fully conform to the Specifications and the requirements of this Agreement.

C. Nonconforming Products. The City will give Vendor notification within fifteen (15) business days after the City's receipt of the Products of any discovery by the City of non-conformance of any of the Products with the Specifications ("Non-conformance"). Vendor shall correct the Non-conformance or exchange the defective Products with replacement Products within a reasonable time mutually agreed to by the Parties, at no additional cost to the City. Vendor's failure to timely correct any Non-conformance is grounds for the City to reject and return to Vendor any or all Products delivered pursuant to the Purchase Order at no additional cost to the City. In the event the City rejects any or all of the Products due to Non-conformance, the City may order substitute Products from another vendor and recover from Vendor as damages the difference between the cost of cover and the price of such Products under this Agreement, together with any incidental or consequential damages. Failure of the City to effect cover does not bar it from any other remedy.

8. Warranties.

A. Scope. In addition to any other warranties that may exist, including but not limited to any warranties set forth in the BPA Form, a Purchase Order (including any attachments to such Purchase Order), and any warranties offered or accepted by Vendor in the Solicitation Documents, Vendor warrants that as of the City's acceptance of the Products, the Products shall (i) conform to the specifications set forth in the Purchase Order or its attachments or the specifications set forth in the Solicitation Documents, if any ("Specifications"); (ii) be free from defects in materials and workmanship. Notwithstanding anything contained herein to the contrary, the manufacturer's warranty only shall apply to all materials purchased by Buyer hereunder. Buyer acknowledges that Seller is a distributor of materials only, and therefore offers no additional warranties. **SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND**

B. Remedy. In the event the City discovers during the applicable warranty period that the Products or any portion or parts thereof were not as warranted, the City shall notify Vendor within ten (10) business days after discovery, and Vendor shall repair or replace the defective Products or parts at no cost to the City within a reasonable time mutually agreed to by the Parties. Repair or replaced Products or parts shall be warranted as new Products are warranted pursuant to this Agreement.

9. Termination. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days' written notice to Vendor. Further, the City may terminate this Agreement as provided in Florida Statute section 287.135. Termination of this Agreement shall act as a termination of the BPA Form, the Purchase Orders (including attachments thereto), and the Solicitation Documents.

10. Title and Risk of Loss. Title to and risk of loss in the Products shall remain with Vendor until the City's possession and acceptance of the Products in accordance with this Agreement.

11. Clear Title. Vendor shall deliver the Products to the City with clear title and free of all liens, claims, or encumbrances of any kind.

12. Non-Exclusive Agreement. This Agreement shall impose no obligation on the City to utilize Vendor for the purchase of all Products of this type which may be needed during the Term. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar Products if it deems such action to be in the City's best interest.

13. Modifications.

A. There shall be no increase in the Unit Prices or the Agreed Amount as a result of the mismanagement, improper act, or other failure of Vendor or its employees, agents or subcontractors to properly perform their obligations under this Agreement.

B. Notwithstanding anything to the contrary contained in this Agreement, there shall be no increase in the Unit Prices or the Agreed Amount except pursuant to a writing duly executed by both Parties.

C. The City may make additions, deletions or modifications to any Purchase Order at any time upon mutual agreement of the Parties; provided, however, the City may modify the Products ordered under a Purchase Order without Vendor's consent at any time before Vendor sends such Products out for delivery.

14. Notices. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Procurement and Supply Management Department
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7027
Attention: Louis Moore

VENDOR:

Core & Main LP.
6525 US Highway 301 N.
Tampa FL 33607
Attn: Paul Thomas, Account Manager

15. Indemnification.

A. Vendor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

(i) The performance of this Agreement by Vendor, its employees, agents, representatives or subcontractors; or

(ii) The failure of Vendor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or

(iii) Any negligent act or omission of Vendor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(iv) Any reckless or intentional wrongful act or omission of Vendor, its employees, agents, representatives, or subcontractors; or

(v) Any infringement or alleged infringement of the Products, the City's use of the Products (provided that Vendor was notified of the City's intended use or provided that such use is customary for Products of that type), or any materials contained in the Products upon any copyright, trademark, patent, or trade secret right of any party.

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance obtained by Vendor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

17. Compliance with Laws. Vendor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida Public Records laws. Vendor hereby makes all certifications required under Florida Statute section 287.135. Vendor shall also comply with all applicable City policies and procedures.

18. Public Records.

A. Vendor shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) 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 under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Vendor's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Vendor's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Vendor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Vendor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by Vendor shall be provided to the City in a format approved by the City.

B. IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

C. Nothing contained herein shall be construed to affect or limit Vendor's obligations including but not limited to Vendor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

19. Non-appropriation. The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem

revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

20. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) business days after the event causing the Permitted Delay.

21. Due Authority. Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

22. Assignment. Vendor shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee.

23. Subcontract. The hiring or use of outside services or subcontractors in connection with the performance of Vendor's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Vendor shall promptly pay all subcontractors and suppliers.

24. Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

25. No Construction against Preparer of Agreement. This Agreement have been prepared by the City and reviewed by Vendor and its professional advisors. The City, Vendor and Vendor's professional advisors believe that this Agreement express their agreement and that they should not be interpreted in favor of either the City or Vendor or against the City or Vendor merely because of the Parties' efforts in preparing them.

26. Use of Name. Subject to the requirements of Florida laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Vendor may refer to the City in client lists.

27. Severability. Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

28. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

29. Third Party Beneficiary. Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

30. Entire Agreement. This Agreement constitute the entire agreement between the Parties and supersede all prior and contemporaneous agreements, whether oral or written, between them. Any conflicting terms or conditions or any terms or conditions related to attorneys' fees, disclaimer of warranties, or indemnification set forth by Vendor in a quote, invoice, or any other communication or document are void and of no effect, even if such communication or document is attached to this Agreement, the BPA Form, or a Purchase Order. This Agreement may be modified only in a writing duly executed by both Parties.

31. No Waiver. No provision of this Agreement will be deemed waived by either party unless expressly waived in a writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Vendor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

32. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

33. Survival. All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to Vendor's warranty obligations and those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

34. Release Limits. In the event that any Purchase Order exceeds the individual purchase limit set forth in the BPA Form ("Release Limit"), Vendor shall immediately notify the City's Procurement & Supply Management Department by email at Louis.Moore@stpete.org that it has received a Purchase Order exceeding the Release Limit. If Vendor delivers Products pursuant to a Purchase Order exceeding the Release Limits without first notifying the City's Procurement & Supply

Appendix A Scope of Work

1. Scope of Work

The city of St. Petersburg Florida ("City") is soliciting proposals to develop a strategic partnering agreement with a qualified firm whose main function is the sale and distribution of water and wastewater supplies.

2. Agreement

The term of the Agreement ("Agreement Term") will be for a period of three years from the date of award, with one two-year renewal option by mutual agreement. The City currently spends approximately \$2,000,000 annually.

3. Objectives

It is the City's objective to:

- a. Reduce its inventory balance and improve inventory turns;
- b. Improve the quality and warranty of products distributed;
- c. Improve customer service;
- d. Gain access to available vendor resources and technology;
- e. Utilize supplier expertise in such areas as supply chain management, just in time delivery (JIT), total quality management (TQM), process and system design, data management, improve project cycle time; and reduce cost and lead times.

4. Background

The City operates a Consolidated Warehouse which is a division of the Procurement and Supply Management Department. The objective of the central warehouse is to minimize inventory investments and operating costs while maintaining an adequate supply of inventory to meet the needs of its internal customers. The Consolidated Warehouse serves approximately thirty-two (32) City department, however about 65 percent of the items stocked, support the Water Resources Department and the Stormwater, Pavement and Traffic Division. The day-to-day operation of the consolidated warehouse is managed by the Warehouse Supervisor who reports to the Procurement and Supply Management Department Director. A profile of the central warehouse operation is set forth below:

Location: Consolidated Inventory Warehouse

327 17th Street, North

St. Petersburg, FL 33713

Facility Size: 20,000 Sq. ft. pipe yard, two 15,000 Sq. ft. buildings

Employees: 7 full time people

Appendix A Scope of Work

Main Activities: Receipts, stocking, issues, deliveries, replenishment and cycle counting.

Products: Water and sewer, water systems and irrigation, plumbing, concrete products, and electrical.

Inventory Balance: \$2.3 million

No. of Transactions: 42,000 annually

Annual Sales: \$4.1 million

5. Minimum Qualifications

At a minimum, Vendor shall meet the following qualifications:

- a. Have been in the business of providing water and wastewater supplies as described herein for a minimum of five years.
- b. Major line of business must be in the sale of water and sewer supplies.
- c. Must have the personnel, equipment and facility space to service the City's account.
- d. Provide evidence of financial stability and viability to fulfill the commitments of this Agreement.
- e. Have the ability to obtain the minimum insurance requirements set forth in this Agreement.

6. Vendor Responsibilities

At a minimum, Vendor shall provide and meet the following responsibilities:

- a. Provide a single point of contact to administer the Agreement
- b. Maintain minimum qualifications as stated in bid for the term of Agreement
- c. Stock and manage a minimum inventory, during the term of the agreement, based on the estimated annual usage or as prescribed by the City.
- d. Ensure that minimum levels of specified stock are being maintained by providing City staff with access to its inventory database for inquiry, downloading into a spreadsheet or printing.
- e. Provide the City with the ability to review online a minimum of two (2) years purchase transactions and sales summary by commodity.
- f. Unless otherwise specified, all materials must be new and of good quality. The offeror must, if required by the City, furnish samples or other satisfactory evidence as to the kind and quality of materials as directed by the City. All materials

Appendix A Scope of Work

thereafter furnished by the offeror must be in strict accord with such approved samples and standard established by the City.

- g. Deliver all items on the inventory list within seven (7) days after receipt of order. Emergency items needed for emergency situations must be delivered within twenty-four (24) hours of request.
- h. Have the ability to receive and acknowledge purchase orders electronically from the City's purchasing and inventory system (Oracle E-Business Suite). The offeror must provide, at a minimum, a purchase order number and line item data in a barcode format compatible with the City's barcode system (Oracle Mobile Supply Chain).
- i. Provide City's item number on all correspondence including all invoices.
- j. Provide a detailed monthly sales report on the first day of each month for orders placed on the previous month via email to the Procurement Analyst. The report shall include an itemized description of supplies delivered, order date and dollar amount of each.

7. City's Responsibilities

At a minimum, City shall provide and meet the following responsibilities:

- a. Provide the offeror with a catalog of stock items including stock numbers, purchase descriptions, minimum and maximum levels, and past 12 months usage.
- b. Be responsible for preparing and updating engineering specifications for key water and sewer utility supplies. When necessary the City will prepare and provide the offeror with a qualified products list.
- c. Assign a project manager to ensure that all the requirements of this Agreement are completely implemented. The project manager will be in place from the execution of the Agreement and start-up requirements set forth are completed.
- d. The City's Warehouse Supervisor will be responsible for establishing and maintaining ordering parameters, classifying inventory, forecasting, determining when and how much to order and monitoring stock levels to prevent stock outs. Also, the warehouse supervisor is responsible for processing replenishment requisition and resolving invoice issues for payment. The warehouse supervisor will also be responsible for identifying slow moving or surplus inventory.
- e. Provide all specifications and protocols for connectivity required for e-business implementation.

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8. Account Management

Vendor shall provide a single point of contact, who will be readily available during normal business hours to administer the Agreement. Vendor is responsible for notifying the City with any changes in account manager or contact information. Account manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting and resolution of issues.

9. Personnel

Vendor shall assign all key personnel identified in its proposal and this Agreement to complete all of their responsibilities in connection with performance of its obligations. Vendor shall obtain written approval of the City prior to reassigning any key personnel. Replacement of key personnel, upon written approval by the City, shall be with personnel of equal or greater ability and qualifications. Vendor's replacement of key personnel shall not be grounds for an increase in the total Agreement price or extension of the time for completion of the services required. The unauthorized change of key personnel by Vendor shall be considered by the City as a material breach of the Agreement and grounds for termination.

10. Surplus Inventory

Surplus shall be defined as excess inventory over requirements. Offeror agrees that any item purchased under the Agreement and stocked by the City which subsequently becomes surplus, may be returned to the offeror for full credit, provided the material is in saleable condition. Any shipping charges resulting from returned surplus material will be paid by the City.

11. Service

Offeror must assign a resource, for a minimum of four (4) hours per month or twelve (12) hours per quarter, to assist the consolidated warehouse staff in maintaining ordering parameters, forecasting, and monitoring stock levels to prevent stock-out. The offeror shall also provide resource for technical assistance on specifications.

12. Start-up Requirements

- a. **Project Manager.** Offeror must assign an internal resource to ensure appropriate communication; training and testing of processes implemented. This resource must be in place from the execution of the Agreement and start-up requirements set forth are completed. This resource must work with the Procurement and Supply Management staff and the City's purchasing and inventory software provider, through the development phase.

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- b. Online Invoicing. During the initial term of the agreement the vendor will be required to submit invoices online via the City's Oracle iSupplier Portal for standard purchase orders and/or blanket release lines fulfilled. The vendor will need only identify those items shipped and enter a quantity. The vendor can invoice against open, approved, standard purchase orders or blanket releases that are not fully billed. You can enter a credit memo against a fully billed purchase order (use negative quantity amounts to enter a credit memo), as well as invoice against multiple purchase orders. However, the currency and organization of all items on invoice must be the same. You can also partially complete an invoice, save it, and submit it later. After an invoice is submitted, it cannot be changed. If a change is needed, a credit memo must be issued against the purchase order or blanket release items to net out the invoice charges. The purchase order will then be available for a new invoice.

13. Desired Outcome/Measurements

The strategic partnership will be evaluated on the following criteria:\

- a. Performance - e.g. delivery, stock out/backorder rates,
- b. Cost savings - cost per unit
- c. Productivity - efficiency, quantity and quality of work done
- d. Cycle time - average time it takes to complete an order
- e. Customer service - internal customer satisfaction rate
- f. Quality - conformance to specifications, perception of work done to the requirements established

14. Success Factors

The primary intent of forming this strategic partnership for water, sewer and related supplies is to achieve:

- a. Integrated behavior between the City and its offeror including processes and activities
- b. Sharing information, Cooperation and collaboration
- c. Clear objectives and expectations by all parties
- d. Reducing response time
- e. Accurate forecasting of supplies
- f. Filling all orders in a timely and efficient manner
- g. Anticipating change in demand

**Appendix A
Scope of Work**

15. Vendor Performance Evaluation

During the term of the Agreement, Vendor's performance shall be evaluated by the city on an annually or upon request basis. Quarterly meetings between the Offeror and City will be scheduled by the Procurement Analyst.

16. Non-Performance

- a. If Vendor is found in non-performance per the Agreement requirements, and/or fails to satisfactorily remedy or cure non-performance, the Project Manager will file a vendor complaint report with the Procurement Department. The Procurement Department will notify the Vendor in writing. Vendor shall reply within ten (10) business days their response and corrective action including time frame of completion. Project Manager shall conduct inspection immediately after stated completion date and advise the Procurement Department in writing if the non-performance has been satisfactorily corrected or advise in detail of any remaining deficiencies.
- b. If Vendor fails to correct deficiencies identified in a vendor complaint report, the City may recover the cost incurred to have the product or service provided by another supplier. The Procurement Department will notify the Vendor with 48 hours notice of the intent to have the product or service provided by another supplier to allow the Vendor an opportunity to correct the deficiency to the City's satisfaction. All costs for procuring product or service from another supplier shall be deducted from Vendor's next invoice.
- c. In the event the Vendor consistently fails to perform per the Agreement requirements or within an acceptable period of time, the City may terminate agreement with cause and Vendor may be removed from the bidder's list for up to a three year period.

17. Remedy for Non-Performance

Vendor shall remedy, or cure to the City's satisfaction within 7 business days of notification by the City, any non-performance to the specifications of this Agreement. Follow up or call back work to correct such non-performance shall be solely at Vendor's expense. Vendor agrees that in the event it fails to remedy or cure default within five business days of notice, City may deduct the costs from payment of Vendor invoices to obtain service elsewhere.

18. Service Rendering Facility

**Appendix A
Scope of Word**

- a. City reserves the right to inspect the business location and any other business location the Vendor may operate prior to award of a contract and, upon reasonable notice to inspect the business location at any time during the term of this contract.
- b. Vendor shall provide access to all testing, storage, operations, and other areas, as requested by the City's representatives.
- c. City reserves the right to conduct an on-site inspection of any subcontractor facilities prior to award and during the term of Agreement.
- d. Vendor and its subcontractors shall notify the city, in writing, within 30 days of any relocation of it servicing facility.

19. Price Escalation/De-escalation

Pricing ("base prices") shall remain firm for the first 12 months of the agreement term. After the first 12 months,) Vendor shall submit all requests for price adjustments in writing to the Procurement and Supply Management Director at least 30 days in advance. The request shall include written explanation and detailed supporting documentation for the cause of the price change. Price adjustments shall not be effective prior to written approval by the City. Approval of price adjustments will establish a new base price from which subsequent adjustments will be calculated.

20. Emergency Services

- a. Vendor shall provide the city with evening, weekend, and holiday service, as necessary, to cope with any emergency situation which threatens public health and safety, as determined by the City. Contractor shall furnish a 24-hour contact telephone number in the event of such an emergency.
- b. Vendor shall provide first-priority services to the City in the event of a hurricane, flood or other natural disaster, as defined by the City.