

**VENDORS MUST COMPLETE THE FOLLOWING**

VENDORS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A VENDOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, VENDORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

VENDOR NAME: Quality SOD And LANDSCAPE, LLC (As shown on W-9)  
 DBA: \_\_\_\_\_ (If applicable)  
 MAILING ADDRESS: 18402 US Hwy 41 (As shown on W-9)  
 CITY / STATE / ZIP: Spring Hill, FL 34610 (As shown on W-9)  
 VENDOR EMAIL: QualitySOD Solutions@gmail.com (Primary Company Email Address)  
 REMIT TO NAME: Quality SOD And LANDSCAPE, LLC (As Shown on Vendor Invoice)  
 FEIN#: 86-3779404 (As shown on W-9)

PAYMENT TERMS: \_\_\_\_% \_\_\_\_ DAYS, NET 45 (PER F.S. 218.73)

DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ \_\_\_\_\_

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit [dos.myflorida.com/sunbiz/](https://dos.myflorida.com/sunbiz/) for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

**VENDOR CONTACT INFORMATION**

CONTACT NAME: John NEAL  
 PHONE NUMBER: 813-210-0535  
 FAX NUMBER: 813-425-9373  
 EMAIL ADDRESS: JNEAL@QualitySODcompany.com

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS SOLICITATION, INCLUDING ALL INSURANCE REQUIREMENTS, AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SOLICITATION FOR THE VENDOR.

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: John NEAL

TITLE: MANAGER

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

**ATTACHMENT B-**  
**SOD PICK UP LOCATION(S):**

Address: 18402 US Hwy 41	Address: 5659 Pine ST
Phone: Spring Hill, FL 34610	Phone: Sefton, FL 33584
352-593-5830	813-657-8189
Address:	Address:
Phone:	Phone:

ELECTRONIC PAYMENT

**ELECTRONIC PAYMENT (EPAYABLES)**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See above.

Would your company accept to participate in the ePayables credit card program?

Yes ☒ No ☐

For more information about ePayables credit card program please visit Purchasing Department website  
[www.pinellascounty.org/purchase/](http://www.pinellascounty.org/purchase/)

Quality SOD AND LANDSCAPE, LLC

Company Name

Signature

John NEAL

Printed Signature

813-210-0535

Phone Number

Email

JNEAL@QualitySODCompany.com

SECTION D- CONTRACTOR REFERENCES

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.	2.
COMPANY: <u>TRUGREEN</u>	COMPANY: <u>PCS Civil</u>
ADDRESS: <u>330 E. Douglas Rd.</u>	ADDRESS: <u>6920 Asphalt Ave</u> <u>TAMPA, FL 33614</u>
TELEPHONE/FAX: <u>813-855-4887</u>	TELEPHONE/FAX: <u>813-868-7719</u>
CONTACT: <u>Richard Barag</u>	CONTACT: <u>Brian Jordan</u>
CONTACT EMAIL: <u>RichardBarag@Trugreenmil.com</u>	CONTACT EMAIL: <u>BrianJC@PCScivilinc.com</u>
COMPANY EMAIL ADDRESS: <u>com</u>	COMPANY EMAIL ADDRESS:
3.	4.
COMPANY: <u>SUNRISE LANDSCAPE</u>	COMPANY: <u>MI Homes</u>
ADDRESS: <u>5521 Baptist Church Rd</u> <u>TAMPA, FL 33610</u>	ADDRESS: <u>4343 Anchor Plaza Dr</u>
TELEPHONE/FAX: <u>813-985-9381</u>	TELEPHONE/FAX: <u>813-290-7900</u>
CONTACT: <u>Chris Griesenbeck</u>	CONTACT: <u>Brian Lamb</u>
CONTACT EMAIL: <u>ChrisG@SunriseLandscape.com</u>	CONTACT EMAIL: <u>Blamb@MIHomes.com</u>
COMPANY EMAIL ADDRESS: <u>com</u>	COMPANY EMAIL ADDRESS:

## SECTION D- CONTRACTOR REFERENCES

**SECTION D – CONTRACTOR REFERENCES**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME:

Quality Sod And Landscape, LLC

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS:

1 YR, previously 9 yrs Before merging Total = 10 yrs

BUSINESS ADDRESS:

18402 US Hwy 41 Spring Hill, FL 34610

HOW LONG IN PRESENT LOCATION:

6 yrs

TELEPHONE NUMBER:

352-593-5830

FAX NUMBER:

813-425-9373TOTAL NUMBER OF CURRENT EMPLOYEES: 50 FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 10-15


All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Bidders must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

## SECTION G - ADDENDUM

**SECTION G - ADDENDUM**

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
22-0282-B	 John NEAL	4/26/22

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the Pinellas ePro website, [www.ebids.pinellas.gov/bsol](http://www.ebids.pinellas.gov/bsol), listed under the bid attachments.

AGREEMENT

**GOODS PURCHASE AGREEMENT**

This Purchase Agreement is made as of 9/26/22 By and between Pinellas County, a political subdivision of the State of Florida ("County"), and ("Contractor"), (individually, "Party," collectively, "Parties").

**WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to (ITB) No.22-0282-B for **SOD: Delivery, Pick-Up, and Installation**; and

**WHEREAS**, based upon the County's assessment of Contractor's quote, the County selected the Contractor to provide the Goods as defined herein; and

**WHEREAS**, Contractor represents that it has the experience and expertise to provided the Goods 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. EXECUTION OF THIS AGREEMENT**

The execution of this Agreement is unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

**2. ASSIGNMENT/SUBCONTRACTING**

The Contractor must provide the Goods required by this Agreement. No assignment or subcontracting is allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor must provide written notice to the County, within 30 business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

**3. ORDERS**

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule which is attached hereto as Exhibit C and which is incorporated by reference hereto.

**4. DELIVERY/CLAIMS**

Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

**5. COMPENSATION**

County will pay Contractor upon Contractor's delivery of, and County's acceptance of, the goods required herein, as specified. All payments will only be made based on invoices submitted in accordance with the Local Government Prompt Payment Act, Florida Statutes §§ 218.70, et. seq.

**6. TERM OF AGREEMENT AND SPENDING CAP**

This Agreement is effective on the effective date and will continue in effect for a period of sixty (60) months. Notwithstanding any order(s) placed pursuant to this Agreement, the County may not be held responsible for amounts exceeding , without a written amendment to this Agreement raising such limit signed by the parties.



**AGREEMENT**

**7. INVOICING**

Written invoice(s) must be submitted to:  
Finance Division Accounts Payable  
Board of County Commissioners Pinellas County  
PO Box 2438  
Clearwater, FL 33757  
727-464-8389  
FinanceAccountsPay@MyPinellasClerk.org

Each invoice must include, at a minimum, the Contractor's name, contact information and the Purchase Order number.

**8. DISCOUNTS**

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

**9. NAME CHANGES**

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

**10. COMPLIANCE WITH APPLICABLE LAWS**

Contractor certifies that all of the products to be furnished hereunder will be manufactured or supplied by Contractor in accordance with all applicable provisions of State, Local and Federal laws, as of the date that the goods are supplied.

**11. CHOICE OF LAW**

The laws of the State of Florida apply to this Agreement and any and all purchases made hereunder. Contractors must comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.

**12. FISCAL NON-FUNDING**

In the event that sufficient budgeted funds are not available for a new fiscal period, the County will notify the Contractor of such occurrence and this Agreement will terminate on the last day of the then current County fiscal period (Oct. 1 – Sept. 30) without penalty or expense to the County.

**13. INDEMNITY PROVISION**

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

**14. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The Contractor is and will remain an independent contractor and is neither agent, employee, partner, nor joint venture of the 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 thereto, as either may be amended



**AGREEMENT**

from time to time. Failure to comply with the above provisions is considered a material breach and is grounds for immediate termination of the agreement, at the discretion of the County.

**15. E-VERIFY**

The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

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

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

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

**16. NOTICES TO PINELLAS COUNTY**

Any notices or inquiries relative to Purchase Order should be directed to:

Dustin Guinta  
[dguinta@pinellascounty.org](mailto:dguinta@pinellascounty.org)

**17. INSPECTION**

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

**18. MATERIAL QUALITY**

All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within 24 hours of notice to the Contractor at no charge to County.

**19. MATERIAL SAFETY DATA**

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

**20. NON-EXCLUSIVE AGREEMENT**

Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods of this type, which may develop during the agreement period. This is not an exclusive agreement. County specifically reserves the right to concurrently contract for similar goods if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision applies separately to each term.

**AGREEMENT**

**21. PURCHASE ORDER NUMBER**

Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

**22. REMEDIES**

County and Contractor will have all remedies afforded by applicable law.

**23. RIGHT TO AUDIT**

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**24. 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.

**25. TAX EXEMPTION**

County is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7 Federal Excise Tax Exemption Number is 59-6000800.

**26. TAXES**

Payments to County are subject to applicable Florida taxes.

**27. TERMINATION**

County reserves the right to terminate this agreement, without cause by giving 30 days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement is considered a material breach of Agreement and is cause for immediate termination of the Agreement at the sole discretion of County.

In addition to all other legal remedies available to the County, the County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the County.

**28. VARIATION IN QUANTITY**

Pinellas County assumes no liability for material produced, processed or shipped in excess of the amount specified herein.

**29. WARRANTY**

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

**30. ENTIRETY**

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

AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

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

Board of County Commissioners

By:

By:

Signature

Signature

Print Name


Print Name

Title

Title

Date

Date



John NEAL

MANAGER

4/26/22

**AGREEMENT**

**EXHIBIT A**

**GOODS PRICE SCHEDULE**