

04/17/2022

TO: ALL INTERESTED BIDDERS
INVITATION TO BID: Sod- Delivery, Pick-up, and Installation - CO-OP
BID NUMBER: 22-0282-B
BID SUBMITTAL IS DUE: 04/26/2022 @ 3:00 P.M.

ADDENDUM NO. 2

Following is additional information, clarifications, questions and responses relative to referenced Bid (ITB):

CHANGE(S):

1. On Page 19, Section B, Pricing/ Period of Contract of the Bid Packet:

3. PRICING/PERIOD OF CONTRACT

Duration of the contract shall be for a period of 60 month(s) with unit prices adjustable at 12 month(s) after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Producer Price Index (PPI) for the net output of selected industries and their products; product code 444220-1, Nursery, garden center, and farm supply store services, not seasonally adjusted, as it appears in the PPI Detailed Report as published by the U.S. Department of Labor or 3%, whichever is less, for the twelve months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 day(s) prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day(s) period above shall not be considered.

Has been changed to the following:

3. PRICING/PERIOD OF CONTRACT:

Duration of the contract shall be for a period of 60 months with unit prices adjustable at 12 months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Producer Price Index (PPI) for the net output of selected industries and their products; product code 444220-1, Nursery, garden center, and farm supply store services, not seasonally adjusted, as it appears in the PPI Detailed Report as published by the U.S. Department of Labor for the twelve months prior. For the first 24 months of the contract, price adjustments will be per the PPI referenced above without a percentage cap, then price adjustments for the remaining 36 months will be capped at 5% annually for the twelve months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 days prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above shall not be considered.

The County reserves the right to request price decreases in an amount consistent with the average of the Producer Price Index (PPI); product code 444220-1, Nursery, garden center, and farm supply store services, not seasonally adjusted.

2. The following quantities on the Section F – Bid Submittal for Hernando County under Argentine Bahia, INSTALLED have been changed from 3,000,000 to 300,000 as seen below:

GROUP 3: SOD, INSTALLED		
Bid Item No.	Description	Hernando County BoCC
16	Argentine Bahia, SAND Grown	3,000,000

Has been changed to the following on the Addendum No. 2- Section F Bid Submittal:

GROUP 3: SOD, INSTALLED		
Bid Item No.	Description	Hernando County BoCC
16	Argentine Bahia, SAND Grown	300,000

3. The Section F – Bid Submittal spreadsheet has been revised per Change #2. Please complete and submit **Addendum No. 2 – Section F - Bid Submittal** with bid packet via ePro.
6. The Jessica Lunsford Act is in effect for products and services provided to the Pinellas County School Board. The awarded contractor must have a level two badge when entering School Board property. The new cost for a full submission is \$83.75 (from \$93.85). The cost for an FSSR or replacement badge is \$10.00. Please see Exhibit A to this Addendum #2 for further information and instructions.

QUESTION(S)/RESPONSE(S):

1. Question: Will the awarded contractor have to service Hernando County as well as Pinellas County under this contract?

Response: Yes, Per Section B, Special Conditions, Page 19, the Hernando County Board of County Commissioners will require services in addition to Pinellas County.

2. Question: On Page 30 (g) Will a contractor be required to always bring out 10% more product just in case it is needed in order to satisfy this requirement?

Response: The Contractor is not required to bring an additional 10% of product to site. The County provides a work order request which includes an estimate of sod required to complete the request. It is the Vendors responsibility to have adequate sod and materials to complete the work order request. The 10% this question references is the maximum % greater than the work order request that can be installed without additional County authorization.

3. Question: On Page 31 (d) Will the contractor be required to water sod after installation?

Response: The Contractor is not required to water sod installations for Pinellas County. The Cooperative participating agencies also agree to these terms with their own award unless otherwise specified.

4. Question: On Page 29 (13) Is it safe to assume that Pinellas County will have a standard purchase order in place for this contract? If yes does that mean if a work order request comes in the contractors 3 day window for install begins immediately upon receiving the order?

Response: The County will issue a standard purchase order which will provide funding for a fiscal year. All work orders will reference this purchase order. Work order requests will be e-mailed. All work order requests shall be completed within three (3) calendar days of the issuance. See Section E Item C4, C13, D3a, D4a, and D4c.

5. Question: On Page 33 (6) Please advise the maximum number of stops this would apply to. I don't see a line item on the bid submittal sheet under group 3 for installations to be able to charge a delivery fee if need be.

Response: A maximum number of stops is not established. Regarding installations for Group 3, please refer to see Sect A Item 10d and Item 30.

6. Question: If a forklift can't get to an area and a wheelbarrow or other means will be needed how will this be billed?

Response: Unspecified Services – Section E Item F. Most important is the ability of the awarded vendor to communicate with the County Representative/PM upon investigation of work order site/materials. All unspecified service requests require negotiation with the Vendor/Contractor and prior authorization from the County Representative.

7. Question: If access to a job location is on the trail and we have to forklift the sod in 1/4 -1/2 mile or further will we be able to charge an additional fee for this or should that be taken into consideration when determining our standard square foot price?

Response: Please refer to Question 7 response.

8. Question: On page 24 (5) Will this contract require the contractor to carry pollution insurance? Contrarily, will the county allow an exception given the fact that sod is a naturally occurring organism in our local eco systems.

Response: The insurance requirements will require pollution unless the vendor can certify that fertilizer will not be used in the harvesting of Sod. Please submit certification upon submittal of a bid proposal.

9. Question: On page 28 C (2) Bermuda common and Bermuda Tifway 419 are no longer readily available. They have been replaced with Tiftuf Bermuda or Celebration Bermuda? Would the county consider substituting either variety?

Response: Bermuda common and Tifway are not applicable to Pinellas County requirements. Please indicate in the bid proposal the cost of proposed alternate products. Such alternates may or may not be accepted.

10. Question: In the event multiple orders are placed in one day and the quantities exceed what can be completed in a matter of a couple days, would the county consider allowing extra time for starting work on subsequent orders? For example, order #1- 20,000SF, order #2- 5,000SF, order #3- 15,000SF- if these orders were all received on the same day, with work to begin on order 1 within three days, there is no possible way orders 2 and 3 could begin within three days as work on order number one is still on going. Please advise how the county will handle this.

Response: Most important is the ability of the awarded vendor to communicate with County Representative/PM upon investigation of work order site/materials. The example provided is not typical for Pinellas County – adjustments can be made for circumstances which may arise.

11. Question: On Attachment A (ADDITIONAL JOB SITE SPECIFIC INSTRUCTIONS) Please explain in further detail exactly what this statement means.

Response: The example in Attachment A is self-explanatory. The Vendor is required to evaluate job conditions in order to successfully perform the work order request.

12. Question: Will a county representative be available on site if further instruction is needed?

Response: A County Representative/PM may not always be onsite but will be available via telephone/email.

13. Question: Coop Multiple Orders same day on Page 32 4(a)(c). Since this is a coop bid how will it work for the 3 days for work order request? What if multiple orders from different municipalities order on the same day? In theory the contract holder could receive one or more orders from 6 of the municipalities listed on the contract in the same day. If this were to happen would the contractor only have 3 days to complete all of the orders?

Response: The conditions depicted on Page 32 4a and 4c are Pinellas County requirements. In a situation where the Contractor received multiple orders from different municipalities, it is important for the awarded vendor to communicate with County Representative/PM upon investigation of work order site/materials.

14. Question: On Page 30 14 (b) When the rainy season comes it can be very difficult/impossible to get sod out of the sod field. How will the county handle this when sod is not available in our local area? What distance would the county expect the contractor to travel to get sod if unavailable in our immediate area?

Response: Situations like these would be handled on an individual basis. It is important for the awarded vendor to communicate with County Representative/PM upon investigation of work order site/materials.

15. Question: Hernando county is listed for 3 million square feet in a 12 month period to be installed for Argentina sand grown Bahia sod. Is this accurate or is this over the five year contract or possibly a typo?

Response: Yes, this is a typo, please review Change No. 1 above. The quantity referenced has been changed to 300,000 on the Addendum No. 1 – Section F Bid Submittal.

16. Question: Will the awarded contractor for this bid have to have their employees Level 2 Screened to suffice the requirements as described in Â§ 1012.32, Â§1012.465, Â§1012.467, or Â§1012.56 Florida Statutes when working for the school board? If this is something that will be required can you provide the cost a long with instructions how to obtain this with the school board?

Response: Yes, the Jessica Lunsford Act is in effect for products and services provided to the Pinellas County School Board. The awarded contractor must have a level two badge when entering School Board property. The new cost for a full submission is \$83.75 (from \$93.85). The cost for an FSSR or replacement badge is \$10.00. Please see Change #2 above and Exhibit A to this Addendum #1 for further information and instructions.

17. Question: Page 27 B (4) If a lane closure is needed on a busy roadway in the county will the 3 days for completion be extended out to allow time to schedule this?

Response: See Response to Question 15.

18. Question: Page 7 - 10 (d) *FOB Pinellas County*: Please explain this statement if Hernando County is in the coop.

Response: Per the terms of the contract, the contractor is liable for product delivery and freight charges must be included in prices submitted on the Section F – Bid Submittal. The Cooperative participating agencies also agree to these terms with their own award unless otherwise specified.

20. Question: I would like to propose an alternate for Bermuda common and Bermuda Tifway 419. Would the county consider to use Tiftuf Bermuda or Celebration Bermuda in place?

RESPONSE: Per Section A, General Conditions, No. 3, Alternates- Please indicate in the bid proposal the cost of proposed alternate products. Such alternates may or may not be accepted.

21. Question: If we plan on taking any exceptions to any of the terms in this solicitation or the agreement where would we state them when turning in the bid documents?

RESPONSE: Please indicate any exceptions to the agreement by making edits or redlining the sample agreement attached to the bid solicitation. Please submit this redlined agreement with your bid proposal.

22. Question: If the awarded contractor initiates a price increase at the 12 month point and thereafter as the contract allows. Will the county do the research to figure out what the increase will be or will it be up to the vendor to get this information together when initiating the increase?

RESPONSE: The Pricing/Period of Contract has been revised. Please see change #1 above.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section **G**, Page 38 under Addendum No. 2 and return with completed bid package.

Sincerely,

A handwritten signature in black ink that reads "Merry Celeste". The signature is written in a cursive style with a large, stylized initial 'M'.

Merry Celeste, CPPB

Division Director

Purchasing and Risk Management

EXHIBIT A
PINELLAS COUNTY SCHOOL BOARD SECURITY CLEARANCE

Level 2 Screening/Contractor Badge Instructions

- Level 2 Screening Fingerprinting

The Pinellas County School District is now using Fieldprint for fingerprinting contractors and vendors who must comply with Level 2 Screening requirements.

Required Documents

FDLE FBI Privacy Statement and Waiver Document. This is in compliance with the FDLE requirements in order for the customer to move forward with the fingerprinting processing. The FDLE FBI Privacy Statement and Waiver Document **MUST BE PRINTED, SIGNED and RETURNED VIA EMAIL TO LUNSFORDSCREENING@PCSB.ORG PRIOR TO BADGE BEING REQUESTED.**

Renewal Notice

Florida Public Schools Contractor badges (also known as statewide badges) are valid for five (5) years from your original date of fingerprinting. You must be re-fingerprinted and badged every five years. For Level 2 screening, click the link under Contractor Badge Procedures below.

Fieldprint Codes:

For a full submission (fingerprinting and a badge), please use the code: **FPPCSVendors**

For a badge only, (FSSR requests, lost or damaged badges), please use the code: **FPPCSBadge**

Procedures for Obtaining a Florida Public Schools Contractor Badge in Pinellas County

Contractor Badge

Procedures

Effective Monday, April 28, 2014, Pinellas County Schools has a new vendor to fingerprint and produce badges for all contractors/vendors doing work for Pinellas County Schools. The new vendor is Fieldprint.

To get started, please visit <http://fieldprintflorida.com/> and click on the purple button on the right side of the page that says **“Schedule an Appointment”**.

You will need to either sign up as a **“New User”** or, if you’ve already registered with Fieldprint, please sign in. Once you are signed in, please click the purple link **“I know my**

EXHIBIT A
PINELLAS COUNTY SCHOOL BOARD SECURITY CLEARANCE

Fieldprint Code” and use one of the following codes:

For a full submission (fingerprinting and a badge) use the code **FPPCSVendors**.

For a badge only (FSSR requests, lost or broken badges) use the code **FPPCSBadge**.

The new cost for a full submission is \$83.75 (from \$93.85). The cost for an FSSR or replacement badge is \$10.00.

If you schedule an appointment and do not show up for your appointment, you will be charged a \$10.00 fee. You must cancel/change your appointment 24 hours prior to your scheduled time to avoid paying this fee.

You may contact Fieldprint customer service either by telephone at (877) 614-4364 or you may e-mail them at CustomerService@fieldprint.com

If you have any questions, please contact Patricia Cross at 727-547-7279. You may also reach us by e-mail at Level2screening@pcsb.org. Thank you.

EXHIBIT A
PINELLAS COUNTY SCHOOL BOARD SECURITY CLEARANCE



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7100
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Nikki Fried, *Commissioner of Agriculture*

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

NOTICE FOR APPLICANTS SUBMITTING FINGERPRINTS FOR A CRIMINAL HISTORY RECORD CHECK

NOTICE OF:

- **RETENTION OF FINGERPRINTS,**
- **PRIVACY POLICY, AND**
- **RIGHT TO CHALLENGE AN INCORRECT CRIMINAL HISTORY RECORD**

This notice is to inform you when you submit a set of fingerprints to the Florida Department of Law Enforcement (FDLE) for the purpose of conducting a search for any Florida and national criminal history records that may pertain to you, the results of the search are returned to the authorized agency ORI indicated in the transaction. By submitting fingerprints, you are authorizing the dissemination of any state and national criminal history record that may pertain to you to the agency from which you are seeking approval to be employed, licensed, or have access to their facility. The fingerprints submitted are retained by FDLE and the Federal Bureau of Investigation (FBI), and FDLE will notify the agency of any subsequent arrests.

Your Social Security Account Number (SSAN) is needed to keep records accurate because other people may have the same name and birth date. Pursuant to the Federal Privacy Act of 1974 (5 U.S.C. § 552a), FDLE is responsible for informing you whether disclosure is mandatory or voluntary, by what statutory or other authority your SSAN is solicited, and what uses will be made of it. FDLE does not require a SSAN but it could cause a delay in processing your criminal record check.

Authorized agencies are allowed to release a copy of the state and national criminal record information to a person who requests a copy of his or her own record if the identification of the record was based on submission of the person's fingerprints. Therefore, if you wish to review your record, you may request a copy of your record from the screening agency. After you have reviewed the criminal history record, if you believe it is incomplete or inaccurate, you may conduct a personal review as provided in s. 943.056, F.S., and Rule 11C-8.001, F.A.C. by calling FDLE at (850) 410-7898. If you believe the national information is in error, you may contact the FBI at (304) 625-2000. You can receive any national criminal history record that may pertain to you directly from the FBI, pursuant to 28 CFR Sections 16.30-16.34. You have the right to a reasonable time to obtain a determination as to the validity of your challenge before a final decision is made about your status as an employee, volunteer, contractor, or subcontractor.

The FBI's Privacy Statement follows on a separate page and contains additional information.

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Social Security Account Number (SSAN). Your SSAN is needed to keep records accurate because other people may have the same name and birth date. Pursuant to the Federal Privacy Act of 1974 (5 USC 552a), the requesting agency is responsible for informing you whether disclosure is mandatory or voluntary, by what statutory or other authority your SSAN is solicited, and what uses will be made of it. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based record checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Additional Information: The requesting agency and/or the agency conducting the application- investigation will provide you additional information pertinent to the specific circumstances of this application, which may include identification of other authorities, purposes, uses, and consequences of not providing requested information. In addition, any such agency in the Federal Executive Branch has also published notice in the Federal Register describing any systems(s) of records in which that agency may also maintain your records, including the authorities, purposes, and routine uses for the system(s).



APPLICANT NOTIFICATION AND ACKNOWLEDGEMENT

This form shall be completed and signed by every applicant for background screening purposes.

I hereby authorize the Florida Department of Law Enforcement (FDLE) to process a set of my fingerprints for the purpose of accessing and reviewing Florida and national criminal history records that may pertain to me to determine eligibility for employment.

I understand the following:

- My fingerprints may be retained at FDLE and the Federal Bureau of Investigation (FBI) for the purpose of providing notice of any subsequent arrests.
- FDLE will use local, state, and national law enforcement databases to conduct the criminal justice employment check.
- Upon request, FDLE may provide a copy of my criminal history record to me.
- A copy of any national criminal history record that may pertain to me can be obtained directly from the FBI.
- I am entitled to challenge the accuracy and completeness of any information contained in any such criminal history record pursuant to F.S. 943.056 and Title 28, CFR, Section 16.30-34.
- I may obtain a prompt determination as to the validity of my challenge before a final decision is made regarding my status as an employee, volunteer, contractor, or subcontractor if it is the sole factor precluding my employment or unescorted access to the secure facility.

Signature: _____ Date: _____

Printed Name: _____ Date of Birth: _____

GROUP 1: SOD, PICKED UP				Cooperative 12 Month Quantities							Unit Price	Pinellas County BoCC 5 Year Total	Cooperative 5 Year Total	County and Cooperative 5 Year Total
Bid Item No.	Description	UOM	Pinellas County BoCC Estimated 12 Month Quantity	City of Dunedin	Hernando County BoCC	City of Oldsmar	City of Pinellas Park	Pinellas County School Board	City of Tarpon Springs	Combined Cooperative Estimated 12 Month Quantity				
1	Argentine Bahia, SAND Grown	SQ. FT.	118,900	40,000	80,000	12,000	5,000	15,000	2,000	154,000	\$ -	\$ -	\$ -	\$ -
2	Floritam (St. Augustine), SAND Grown	SQ. FT.	16,500	20,000	8,000	6,000	5,000	0	500	39,500	\$ -	\$ -	\$ -	\$ -
3	Floritam (St. Augustine), MUCK Grown	SQ. FT.	63,000	0	8,000	0	5,000	8,500	0	21,500	\$ -	\$ -	\$ -	\$ -
4	Bermuda, Common	SQ. FT.	10,000	0	0	0	500	0	0	500	\$ -	\$ -	\$ -	\$ -
5	Bermuda, Tifway 419	SQ. FT.	10,000	0	0	0	500	0	0	500	\$ -	\$ -	\$ -	\$ -
6	Bitter Blue	SQ. FT.	12,000	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
GROUP 1 - PINELLAS COUNTY FIVE (5) YEAR TOTAL:											\$ -			
GROUP 1 - COOPERATIVES FIVE (5) YEAR TOTAL:											\$ -			
GROUP 1 - COUNTY AND COOPERATIVES FIVE (5) YEAR TOTAL:											\$ -			

GROUP 2: SOD, DELIVERED				Cooperative 12 Month Quantities							Unit Price	Pinellas County BoCC 5 Year Total	Cooperative 5 Year Total	County and Cooperative 5 Year Total
Bid Item No.	Description	UOM	Pinellas County BoCC Estimated 12 Month Quantity	City of Dunedin	Hernando County BoCC	City of Oldsmar	City of Pinellas Park	Pinellas County School Board	City of Tarpon Springs	Combined Cooperative Estimated 12 Month Quantity				
7	Argentine Bahia, SAND Grown	SQ. FT.	2,000	30,000	300,000	0	5,000	7,000	5,000	347,000	\$ -	\$ -	\$ -	\$ -
8	Floritam (St. Augustine), SAND Grown	SQ. FT.	10,500	10,000	6,000	5,000	5,000	0	1,000	27,000	\$ -	\$ -	\$ -	\$ -
9	Floritam (St. Augustine), MUCK Grown	SQ. FT.	48,750	0	6,000	0	0	7,000	0	13,000	\$ -	\$ -	\$ -	\$ -
10	Bermuda, Common	SQ. FT.	0	0	0	10,000	1,000	0	0	11,000	\$ -	\$ -	\$ -	\$ -
11	Bermuda, Tifway/Bitter Blue 419	SQ. FT.	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
12	Bitter Blue	SQ. FT.	4,000	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
13	Sod Staples, U-Shape (Per Box Size of 1000)	BOX	5	0	0	0	0	0	10	10	\$ -	\$ -	\$ -	\$ -
14	Sod pallets, if not returned	EACH	100	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
15	Delivery Charge, Only applicable for deliveries under 3k in one day within 2 mile radius	EACH	5	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
GROUP 2 - PINELLAS COUNTY FIVE (5) YEAR TOTAL:											\$ -			
GROUP 2 - COOPERATIVES FIVE (5) YEAR TOTAL:											\$ -			
GROUP 2 - COUNTY AND COOPERATIVES FIVE (5) YEAR TOTAL:											\$ -			

GROUP 3: SOD, INSTALLED				Cooperative 12 Month Quantities							Unit Price	Pinellas County BoCC 5 Year Total	Cooperative 5 Year Total	County and Cooperative 5 Year Total
Bid Item No.	Description	UOM	Pinellas County BoCC Estimated 12 Month Quantity	City of Dunedin	Hernando County BoCC	City of Oldsmar	City of Pinellas Park	Pinellas County School Board	City of Tarpon Springs	Combined Cooperative Estimated 12 Month Quantity				
16	Argentine Bahia, SAND Grown	SQ. FT.	721,500	5,000	300,000	0	10,000	150,000	45,000	510,000	\$ -	\$ -	\$ -	\$ -
17	Floritam (St. Augustine), SAND Grown	SQ. FT.	46,700	0	6,000	5,000	5,000	0	60,000	76,000	\$ -	\$ -	\$ -	\$ -
18	Floritam (St. Augustine), MUCK Grown	SQ. FT.	95,000	0	6,000	0	5,000	28,000	10,000	49,000	\$ -	\$ -	\$ -	\$ -
19	Bermuda, Common	SQ. FT.	0	12,000	0	0	0	100,000	120,000	232,000	\$ -	\$ -	\$ -	\$ -
20	Bitter Blue	SQ. FT.	2,000	0	0	0	0	0	20,000	20,000	\$ -	\$ -	\$ -	\$ -
21	Bermuda, Tifway 419	SQ. FT.	0	0	0	0	500	220,000	20,000	240,500	\$ -	\$ -	\$ -	\$ -
22	Staking of Sod: Provide a sq. ft. price to provide and install sod stakes	SQ. FT.	121,700	0	0	0	0	0	7,000	7,000	\$ -	\$ -	\$ -	\$ -
GROUP 3 - PINELLAS COUNTY FIVE (5) YEAR TOTAL:											\$ -			
GROUP 3 - COOPERATIVES FIVE (5) YEAR TOTAL:											\$ -			
GROUP 3 - COUNTY AND COOPERATIVES FIVE (5) YEAR TOTAL:											\$ -			

	Pinellas County BoCC	Cooperatives
SUBTOTALS		
GROUP 1: SOD, PICKED UP	\$ -	\$ -
GROUP 2: SOD, DELIVERED	\$ -	\$ -
GROUP 3: SOD, INSTALLED	\$ -	\$ -
FIVE (5) YEAR TOTAL	\$ -	\$ -

PINELLAS COUNTY AND COOPERATIVES GRAND TOTAL	
Pinellas County BoCC Total:	\$ -
Unspecified:	\$ 20,000.00
Cooperatives Total:	\$ -
GRAND TOTAL:	\$ 20,000.00

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

04/14/2022

TO: ALL INTERESTED BIDDERS
INVITATION TO BID: 22-0282-B
BID NUMBER: Sod- Delivery, Pick-up, and Installation - CO-OP
BID SUBMITTAL IS DUE: **04/26/2022 @ 3:00pm**

ADDENDUM NO. 1


Following is additional information, clarifications, questions and responses relative to referenced Bid (ITB):

CHANGE(S):

1. The deadline for bid proposals has been changed from 04/14/2022 @ 3:00pm to **04/26/2022 @ 3:00pm**.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section **G**, Page 38 under Addendum No.1 and return with completed bid package.

Sincerely,

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



INVITATION TO BID

ITB – CO-OP

*SUBMITTALS ARE OPENED PUBLICLY AND
ARE ACCEPTED VIA PINELLAS EPRO*

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

ISSUE DATE: **Wednesday, March 30, 2022**

SOLICITATION NUMBER: **22-0282-B**

SOLICITATION TITLE: **SOD: Delivery, Pick-Up, and Installation - COOP**

DEADLINE FOR WRITTEN QUESTIONS: **Thursday, April 7, 2022** by 3:00 PM Eastern Time

SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN PINELLAS EPRO WITHIN THE Q&A - TAB.

ALL SUBMITTALS ARE DUE BY: **Thursday, April 14, 2022** by 3:00 PM Eastern Time

SOLICITATION CONTACT INFORMATION:

NAME: **Dustin Guinta**

EMAIL: **dguinta@pinellascounty.org**


SUBMITTALS MAY NOT BE WITHDRAWN FOR 60 DAYS AFTER OPENING DATE.

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm , from which you obtained this solicitation.

Before submitting, you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

AUTHORIZED BY:



Merry Celeste, CPPB
Division Director of Purchasing and Risk Management

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: _____ (As shown on W-9)
DBA: _____ (If applicable)
MAILING ADDRESS: _____ (As shown on W-9)
CITY / STATE / ZIP: _____ (As shown on W-9)
VENDOR EMAIL: _____ (Primary Company Email Address)
REMIT TO NAME: _____ (As Shown on Vendor Invoice)
FEIN#: _____ (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/ for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

VENDOR CONTACT INFORMATION

CONTACT NAME: _____
PHONE NUMBER: _____
FAX NUMBER: _____
EMAIL ADDRESS: _____

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: _____

TITLE: _____

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

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SECTION A - GENERAL CONDITIONS

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF SUBMITTAL

Submittal will be prepared in accordance with the following:

- a. Submittals shall be uploaded on forms furnished, utilizing Pinellas ePro procurement website. Failure to comply could result in the submission being rejected.
- b. If price is factor, unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- c. Alternate submittals will not be considered unless authorized by the solicitation.
- d. Proposed delivery time must be shown and shall include weekends and holidays.
- e. Contractor is advised that exceptions to any terms and conditions contained in this solicitation or the agreement must be stated with specificity in its response to the solicitation as provided herein and in Section A, AGREEMENT. Contractor is deemed to have accepted and to be bound by the solicitation and agreement terms and conditions that contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
- f. Contractors shall thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.
- g. contractors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the contractor.
- h. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- a. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- b. contractors are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- c. contractor submission shall include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

3. ALTERNATES

Unless otherwise provided in the solicitation, alternatives may be included in the plans, specifications, and/or solicitation. When the County includes alternates in the solicitation, the contractor shall indicate on the submittal the cost of said alternate and sum to be deducted or added to the base pricing. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the Pinellas ePro Q & A Tab prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.

4. VENDOR SUBMISSION

- a. Submittals shall be uploaded utilizing Pinellas ePro procurement website. Failure to comply could result in the submittal being rejected.
- b. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

SECTION A - GENERAL CONDITIONS

5. REJECTION OF SUBMISSION

- a. The County may reject a submittal if:
 1. The contractor incorrectly states or conceals any material fact in the solicitation.
 2. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
 3. The solicitation is conditional, except that the contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the contractor was invited.
- b. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, shall have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.
- c. The County reserves the right to waive minor informalities or irregularities in any submittal.

6. WITHDRAWAL OF SUBMITTAL

The submittal may be withdrawn prior to the bid opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

7. LATE SUBMISSION OR MODIFICATIONS

- a. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
- b. Modifications in writing received prior to the time set for the submittal will be accepted.

8. PUBLIC REVIEW AT OPENING

Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals shall be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

9. TABULATION INQUIRIES

Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting Pinellas ePro or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

10. AWARD OF CONTRACT

- a. The agreement will be awarded to the lowest responsive, responsible contractor whose submittal, conforming to the solicitation, is most advantageous to Pinellas County, price and other factors considered. For solicitation of Sale of Real or Surplus Property, award will be made to the highest and most advantageous submittal including price and other factors considered.
- b. The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the contractor qualifies their submittal by specified limitations. See Rejection of Submission.
- c. If two or more submittals received are for the same total amount or unit price, quality and service being equal, the agreement shall be awarded to one contractor by drawing lots in public. A local contractor is defined as a contractor with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business.
- d. Prices quoted must be free on board (FOB) Pinellas County with all transportation charges prepaid unless otherwise specified in the solicitation.
- e. A written award of acceptance will be furnished to the successful contractor and shall result in a binding agreement without further action by either party.

SECTION A - GENERAL CONDITIONS

11. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE VENDOR

Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) contractor, for any solicitation, such submittals shall be judged non-responsive. Related parties mean contractors or the principles thereof, which have a direct or indirect ownership interest in another contractor for the same solicitation or in which a parent company or the principles thereof of one (1) contractor have a direct or indirect ownership interest in another contractor for the same solicitation.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. contractors shall comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.

13. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the contractor(s), the contractor(s) agree to make available to all Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this solicitation. Eligible users shall mean all State of Florida Agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the agreement.

14. COLLUSION

The contractor, by affixing his signature to this proposal, agrees to the following: "Contractor certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

15. CONTRACTOR LICENSE REQUIREMENT

All contractor performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any submittal and/or award.

16. MATERIAL SAFETY DATA SHEETS REQUIREMENTS

If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this solicitation, the successful contractor shall provide a Safety Data Sheet (SDS) at the time of each delivery.

17. RIGHT TO AUDIT

Pinellas County reserves the privilege of auditing a contractor's records as such records relate to purchases between Pinellas County and said contractor. Such audit privilege is provided for within the text of the Pinellas County Code §2-187. Records should be maintained for five (5) years from the date of final payment.

18. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES"

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. contractor represents and certifies that contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. contractor agrees that any agreement awarded to contractor will be subject to termination by the County if contractor fails to comply or to maintain such compliance.

19. COUNTY 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

SECTION A - GENERAL CONDITIONS

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.

20. VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated in this section apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over this section, and should be fully understood by contractors prior to submitting on this requirement.

21. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voice/tdd) fax 727-464-4157, not later than seven days prior to the proceeding.

22. "OR EQUAL" DETERMINATION

Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

23. INSURANCE

Notice: The contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible submitter may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible submitter.

24. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- a. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- b. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
- c. On all quotes over fifty thousand dollars (\$50,000) and informal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing and Risk Management shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- d. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

Definitions for Recycled Materials:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

SECTION A - GENERAL CONDITIONS

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. ASBESTOS MATERIALS

- a. The contractor shall perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.
- b. The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful contractor. The contractor must keep this copy on site at all times during the actual demolition.

26. PAYMENT/INVOICES

Contractor shall submit invoices for payment 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

Email: FinanceAccountsPay@MyPinellasClerk.org

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

Remit To: Billing address to which you are requesting payment be sent

Invoice Date: Creation date of the invoice

Contractor Information: Company name, mailing address, phone number, contact name and email address as provided on the purchase order

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

Purchase order 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

SECTION A - GENERAL CONDITIONS

Invoice Total: Sum of all line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge contractor 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.

27. TAXES

- a. The County is exempt from all state and federal sales, use, transportation and excise taxes. The Laws of the State of Florida provide that sales and use taxes are payable by the contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the contractor and be deemed to have been included in the solicitation.
- b. Payments to Pinellas County are subject to applicable Florida taxes.

28. TERMINATION

- a. Pinellas County reserves the right to terminate this agreement, without cause by giving thirty (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.
- b. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.
- c. In addition to all other legal remedies available to the Pinellas County, the Pinellas 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 Pinellas County.
- d. In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

29. CONTRACTOR CAPABILITY/REFERENCES

Prior to agreement award, any contractor may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

30. DELIVERY/CLAIMS

Prices quoted shall be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

31. MATERIAL QUALITY

All materials purchased and delivered against 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 will be exchanged within twenty-four (24) hours of notice to the contractor at no charge to the County.

32. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda shall become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award

SECTION A - GENERAL CONDITIONS

of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

33. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

The contractor shall perform this agreement. If a contractor intends to subcontract a portion of this work, the contractor must disclose that intent in the solicitation. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the contractor shall provide written notice to the County within thirty (30) business days of contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding an agreement to a contractor, which has disclosed its intent to assign or subcontract in its response to the solicitation, without exception shall constitute approval for purposes of this agreement. The contractor must inform the County in writing within forty-five (45) business days if the contractor's business entity's name changes. The contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the contractor for a business entity name change that the County was not made aware of as reflected herein.

34. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained in this solicitation or the attached agreement it must identify the term and the exception in its response to the solicitation. Failure to do so may lead County to declare any such term non-negotiable. contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

35. NON-EXCLUSIVE CONTRACT

Award of this agreement shall impose no obligation on the County to utilize the contractor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. The County specifically reserves the right to concurrently agreement with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision shall apply separately to each term.

36. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor shall provide an additional copy of the contractors submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

- i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;
- ii. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the

SECTION A - GENERAL CONDITIONS

designation of trade secrets by the contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.

- iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total contractor prices, the work, services, project, goods, and/or products to be provided by contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the contractor is not acceptable to the County and will result in a determination that the contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

37. LOBBYING

"Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director."

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

38. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the contractor. When approved by the County as an amendment to this agreement and authorized in writing, the contractor shall provide such additional requirements as may become necessary.

39. ADD/DELETE LOCATIONS SERVICES

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

SECTION A - GENERAL CONDITIONS**40. INTEGRITY OF SOLICITATION DOCUMENTS**

Contractors shall use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

41. PUBLIC EMERGENCIES

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a first priority for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a first priority basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

42. JOINT VENTURES

All contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes).

Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

43. 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 or services required hereunder. The contractor further represents that no person having any such interest shall be employed during the agreement term and any extensions. In addition, the contractor shall not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- b. The contractor shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.
- c. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

44. PROTEST PROCEDURE

As per Section 2-162 of County Code

- a. Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest

SECTION A - GENERAL CONDITIONS

to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed."

- b. "Posting. The purchasing department shall post the recommended award on or through the departmental website."
- c. Requirements to protest.
 - 1. "If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."
 - 2. "If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."
 - 3. "The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."
 - 4. "A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer."
- d. "Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."
- e. "Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."
- f. "Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."
- g. "Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."
- h. "Review of director's decision."
 - 1. "The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the director."
 - 2. "The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."

SECTION A - GENERAL CONDITIONS

- i. "Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

45. DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE

Payment of invoices for work performed for Pinellas County Board of County Commissioners 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 contractor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the contractor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the contractor 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 contractor 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 define 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 contractor and the County about payment of a payment request or an invoice then the contractor 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.
- 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 contractor's favor the County shall pay interest as of the original date the payment was due.
- g. Pursuant to sections 218.70 et. seq., Florida Statues, an award will be made to cover court costs and reasonable attorney fees, including fees incurred as a result of an appeal to the prevailing party. This provision is applicable if the non-prevailing party held back payment that was the reason for the dispute without any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SECTION A - GENERAL CONDITIONS

46. PUBLIC RECORDS – CONTRACTOR’S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

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

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-4485

Email: jpeters@pinellascounty.org

47. 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 for in this section.

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

Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The 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. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement shall be considered a material breach and shall be ground for immediate termination of the agreement.

SECTION A - GENERAL CONDITIONS

49. TRUTH IN NEGOTIATIONS

The contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

SECTION B – SPECIAL CONDITIONS

SECTION B – SPECIAL CONDITIONS

1. INTENT - COOPERATIVE BID

In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **SOD: Delivery, Pick-Up, and Installation** to be ordered as and when required. This is a cooperative bid with the following participants:

City of Dunedin
Hernando County Board of County Commissioners
City of Oldsmar
City of Pinellas Park
Pinellas County School Board
City of Tarpon Springs

Pinellas County Board of County Commissioners

Award shall be consistent among all of the above agency participants, but each entity shall make their own award. Each participating agency may execute its own contract with the successful bidder in accordance with its respective purchasing policies and procedures. Each participating agency will be responsible for issuing its own purchase order(s), and for order placement.

2. QUANTITIES

Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.

3. PRICING/PERIOD OF CONTRACT

Duration of the contract shall be for a period of **60** month(s) with unit prices adjustable at **12** month(s) after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Producer Price Index (PPI) for the net output of selected industries and their products; product code 444220-1, Nursery, garden center, and farm supply store services, not seasonally adjusted, as it appears in the PPI Detailed Report as published by the U.S. Department of Labor or **3%**, whichever is less, for the twelve months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 day(s) prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day(s) period above shall not be considered.

4. PURCHASES AT LOWER PRICING

If an item is found during the course of the contract, at a lower price than that awarded by the bid, then the bidder shall extend the lower pricing to the County or the County may purchase that item for the lower price from another provider. The County will provide proof that the lower price is offered by another provider. If the successful contractor(s) lowers their pricing during the term of the contract, the successful contractor(s) shall automatically furnish the lower price to the County without prompting.

5. PRE-COMMENCEMENT MEETING

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

SECTION B – SPECIAL CONDITIONS

6. SUBMISSION OF BIDS

The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

- A. How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

- B. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as “clean” or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

7. BREACH OF CONTRACT

Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.

SECTION C – INSURANCE REQUIREMENTS

SECTION C – INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY

By submitting a Bid, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Bid I that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

Vendor 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.

3. INSURANCE:

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

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

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

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at

SECTION C – INSURANCE REQUIREMENTS

InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.

- 1) Vendor 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 Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- D. If subcontracting is allowed under this Bid, the Primary Vendor 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.
- All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor 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 the Vendor 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 a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 6. Assign all warranties directly to the County; and
 7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor 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.
- 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.
 - 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 Vendor.
 - 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) All policies shall be written on a primary, non-contributory basis.

SECTION C – INSURANCE REQUIREMENTS

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:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

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

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No exclusions for Explosion, Collapse or Underground.

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

- 4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above: No exclusions for Explosion, Collapse or Underground.

Limits	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

SECTION C – INSURANCE REQUIREMENTS

- 5) **Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or “tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:
- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
 - c. Cost of Cleanup/Remediation.

Limits

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

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

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

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:

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS:

BUSINESS ADDRESS:

HOW LONG IN PRESENT LOCATION:

TELEPHONE NUMBER:

FAX NUMBER:

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

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 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:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:
3.	4.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:

SECTION E– SPECIFICATIONS

SECTION E – SPECIFICATIONS

BID TITLE: SOD MATERIAL AND SERVICES (CO-OP)

A. BACKGROUND:

Sodding is a solution to stabilize soil and improve erosion control at various sites occurring along roadways, shoulders, ditches, rights- of-way, around pond sites, at slopes, drainage maintenance areas, at culvert replacements, utility repairs, and at projects damaging sod at private properties. This contract will provide the County the ability to achieve multiple concurrent projects, address citizen's concerns and aides in meeting National Pollutants Discharge Elimination System (NPDES) requirements. The goal is to provide the citizens of Pinellas County with an economical and effective method to handle surface water erosion control concerns in a timely manner and meet NPDES requirements.

This contract includes the requirements of multiple Pinellas County departments and also includes the requirements of other local government Agencies. The term Agency is hereby defined as Pinellas County or any other participating government agency.

B. REQUIREMENTS:

1. **Permits and Licenses:** Shall have the necessary permits and licenses required by law to conduct business during the term of this agreement. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances, applicable to the work and performance of this agreement.
2. **Sod Pick-up only:** The Bidder must have a local Business Location within geographical Pinellas County for regular sod pick-up. Award may be made to multiple vendors to accommodate sod pick-up to support crew work in north and south County areas.
3. **Delivery:** Delivered and installed sod may come from vendors outside of Pinellas County as long as the calendar days set forth in this contract for delivery and installation can be met.
4. **Installation of sod:** This work requires the bidders to provide Maintenance of Traffic (MOT) (see Section C. 13 below) when work occurs along roadsides/shoulders. Bidders shall provide proof of certification for a Florida Department of Transportation (FDOT) Certified Intermediate MOT Worksite Traffic Supervisor that will be used for MOT set-up and supervision with the bid. Certification shall be included with submittal.

SECTION E – SPECIFICATIONS

C. GENERAL REQUIREMENTS:

1. Bidders shall provide all, including but not limited to: labor, overhead, supervision, tools, transportation, fuel, materials, maintenance of traffic, equipment or services required to provide sod for pickup, delivery, or installation, or any part thereof.
2. Sod types include:
 - a. Argentine Bahia, SAND Grown
 - b. St. Augustine Floratam, SAND Grown
 - c. St. Augustine Floratam, MUCK Grown
 - d. Bermuda, Common
 - e. Bermuda, Tifway 419
 - f. Bitter Blue
3. Bidders shall be capable of supplying sod on a daily basis.
4. Delivery or installation of sod shall be met within three (3) calendar days of each work order request/standard purchase order issuance unless the Agency schedules a later date.
5. Sod shall be harvested in commercial-size rectangles, preferably 12" x 24" or larger. Sod shall be well matted with roots sufficiently thick to secure dense live grass with a soil mat of sufficient thickness to withstand handling. Sod shall be live, fresh, and uninjured, and kept moist until the time of pick up or installation. Sod shall be reasonably free of weeds and other grasses.
6. Sod materials, fertilizer and installation shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, Sections 570, 981 and 982 (restricted). Section 983 shall apply for any optional watering operations. Visit the following website for details:

FDOT Website: <https://fdot/programmanagement/implemented/specbooks/january2022-ebook.pdf>

7. Fertilizer: Bidders shall comply with all local and county government ordinances and laws concerning fertilizer nutrients. Additionally, Pinellas County **restricts** the use of Phosphorous unless a soil test indicates a deficiency. All other portions of the FDOT Standard Specification Section 982 apply. Visit the following websites for details:

SECTION E– SPECIFICATIONS

County Fertilizer Ordinance: <http://www.pinellascounty.org/environmental/fertilizer.htm>

8. Sod cut for more than seventy-two (72) hours shall not be used unless specifically authorized by the County. If authorization is granted, then the Bidders shall remain responsible for ensuring the thick healthy-established grass and root system.
9. Sod shall be free of noxious weeds and exotic plant pests and 100% free of plants and seed of Tropical Soda Apple (*Solanum viarum*) and other related *Solanum* species, as listed in the most current Category I “List of Invasive Species” from the Florida Exotic Pest Plant Council (FLEPPC).

Website: https://fleppc/plantlists/2019/2019_Plant_List_FINAL.pdf

10. Sod shall be reasonably free of fertilizer from pastures.
11. Delivery tickets shall be provided to the Agency person accepting materials, deliveries, and installations.
12. Each Agency will authorize, inspect, accept, and approve all work order requests/standard purchase orders.
13. **Purchases for Pinellas County:**
Purchases for materials and services will be issued on a standard purchase order. At the Agency’s option, an open standard purchase order may be established to cover estimated annual purchases to facilitate ongoing needs and invoice purposes. Sod installation to be performed by the Vendor shall be on a work order request basis. The work order request will be issued and emailed to Vendor along with location map. (See Attachment A) Work order request shall be completed within three (3) calendar days of the issuance of each work order request. The work order request form includes:
 - a. Date
 - b. Requested By:
 - c. Job site Name
 - d. Jobsite address
 - e. Work order # Assigned
 - f. Type of Sod

SECTION E– SPECIFICATIONS

- g. **Estimated amount of sod requested** – This is an estimate only – It is the Vendor’s responsibility to have adequate sod and materials to complete work order request. The County is aware that actual measurements may change once work begins, therefore an adjustment of 10% will be acceptable **before additional authorization** by County Representative is required.
- h. Job site contact name/County Representative
- i. Job site contact number
- j. If slope is less than 2:1 - Is staking requested?
- k. Additional Job site specifics/instructions (comments) - **Failure by the Vendor to acquaint itself with any aspect of the Workorder request or with any of the applicable conditions shall not relieve the Vendor from responsibility for adequately evaluating the difficulty or successfully performing the Work under the request, nor shall it be considered the basis for any claim for additional time or compensation.**

14. Processing of Invoices for Pinellas County

- a. Invoices: The following guidelines apply:
 - i. Submit invoice only upon completion of work order request for installations/standard purchase orders for delivery or pickup.
 - ii. All invoices must reference the Standard Purchase Order number issued & Work order request #.
 - iii. Invoices shall identify the individual bid items with extended quantities and pricing.
 - iv. All invoices shall be forwarded to following address with a copy to pwsodinstallations2@pinellascounty.org via email:

Finance Division Accounts Payable
Board of County Commissioners Pinellas County
P.O Box 2438 Clearwater, FL 33756

Or via email to: FinanceAccountsPay@pinellascounty.org with the word INVOICE in the subject line **with a copy to** pwsodinstallations2@pinellascounty.org.

- b. Bidders shall notify the Agency of any seasonal unavailability or quality issues affecting regular sod purchases at first discovery.

SECTION E– SPECIFICATIONS

15. Maintenance of Traffic (MOT)

- a. **The work specified under this section consists of safely maintaining vehicular, bicycle and pedestrian traffic within the limits of the project and compliance with traffic safety requirements for all sod deliveries and installations.**
- b. The Contractor shall not be permitted to isolate residences or places of business and must provide safe entrance and exit during all normal business hours.
- c. The Contractor shall furnish, erect and maintain all necessary traffic control and safety devices, in accordance with the approved Temporary Traffic Control Plan and latest editions of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, State of Florida, Department of Transportation, Design Standards for Design, Construction, Maintenance and Utility Operations of the State Highway System, and the Florida Highway Administration's Manual on Uniform Traffic Control Devices, (MUTCD) Part VI, applicable edition, and shall take all necessary precautions for the protection of the workers and the safety of the public for the duration of the contract period. If the Contractor implements lane closure, they shall comply with FDOT Standard Index 623.
- d. Watering operations shall comply with Florida Department of Transportation Standard Index 627.
- e. If Contractor implements lane closure, then comply with FDOT Standard Index 600.
- f. The Contractor shall submit with the bid submittal, proof of a Worksite Traffic Supervisor certified in accordance with FDOT Intermediate Temporary Traffic Control.
- g. Vendor should submit their Traffic Safety Plan prior to award. The Traffic Safety Plan is to be reviewed and approved by the County's Project Representative.
- h. Maintain a copy of the approved Temporary Traffic Control Plan during work.
- i. All MOT activities shall conform to the latest edition of the Florida Department of Transportation (FDOT) Design Standard 600. Signs and barricades must be posted according to FDOT manual of Safe Practices; reference FDOT Indexes 600 through 650 when installing sod along roadways and medians.
- j. Perform work during the standard work week, Monday through Friday 7:00 A.M. to 5:30 P.M.; for sod installations on Saturday or Sunday - prior written authorization is required from County Representative.

D. SOD

- 1. Sod, Picked Up: Provide sod for pick-up and load onto Agency vehicles.
- 2. Sod Staples: Vendor shall provide sod staples for purchase in a single box size of 1000.

SECTION E- SPECIFICATIONS

3. Sod, Delivered:

- a. Delivery Time: All sod ordered shall be delivered between the hours of 7:00 A.M. and 5:30 P.M. eastern time, Monday through Friday or as requested by the County, with three (3) calendar days after date of work order request/standard purchase order issuance by the County unless otherwise authorized by County representative. If the delivery date falls on a Saturday, Sunday or holiday then delivery shall occur on next business day.

4. Sod, Installed:

- a. Install sod at various sites as indicated in the work order request within three (3) days of work order request issuance. **All workorders for sod installation shall be performed between the hours of 7:00 A.M. and 5:30 P.M. eastern time, Monday through Friday or as requested by the County, with three (3) calendar days after date of work order request issuance by the County unless otherwise authorized by County representative. If the installation date falls on a Saturday, Sunday or holiday then installation shall occur on next business day unless otherwise authorized by County Representative.**
- b. Sod shall be placed on the prepared surface with edges in close contact and staggered in such a manner to avoid continuous seams without over lapping. Sod installed on level terrain shall be rolled.
- c. It is critical sod installation occurs within three (3) days **of work order request issuance** in order to avoid erosion control at new surface water project zones, along shoulders, ditches, and other problem areas.

5. Sloped Areas & Staking:

At slope areas, place sod in edge-to-edge rows at right angles to the slope, commencing at the base area and working upward. Extremely wet areas may require flexibility in this installation method. Sod shall be applied without leaving separations or voids between pieces.

Staking shall be used on slopes greater than 2:1 to prevent sod movement, or at any other area as requested by the Agency.

SECTION E– SPECIFICATIONS

6. Delivery Charge: The minimum order size established for this contract is 3,000 sq feet. The delivery charge submitted on Section F – Bid Submittal Sheet will be applicable when same day installations at multiple sites within a two (2) mile radius fall below the 3,000 sq feet minimum.

E. WARRANTY

Sod purchases and installations shall be warranted to meet specifications for **sixty (60)** days after installation.

F. UNSPECIFIED SERVICES

This paragraph provides a funding source to address minor unexpected purchases not listed elsewhere in this specification. These purchases require negotiation with the Vendor/Contractor and **prior** authorization from the County Representative. There is no guarantee that the funds identified at the Bid Summary page will be required.

SECTION F – BID SUMMARY

SECTION F – BID SUMMARY

(See Section F – Bid Summary (Microsoft Excel) attachment)

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

Company Name

SECTION F – BID SUMMARY

BID SUBMITTAL CHECKLIST

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid response.

Items are checked if they are required with your bid submittal or if they must be on file prior to award.

Additional documentation may be requested by the County to ensure contract compliance.

√	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH BID	SUBMIT PRIOR TO AWARD
	Sign the Bidder Acceptance Form	3		
	Current Certificate(s) of Insurance	21		
	Complete the Vendor References Form	25		
	Section F – Bid Submittal and Summary (Excel) *note fill in General Information section in addition to Pricing	34		
	ePayables Form	36		
	W-9	37		
	Sign the Addenda Acknowledgement Form (if applicable)	38		
	Appendix 1 – E-Verify Affidavit	40		
	Attachment A – Sample Work Order	41		
	Attachment B – Sod Pick Up Locations	43		
	Signed sample Agreement in acknowledgment and acceptance of County terms and conditions.	Attachment		

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/

Company Name

Signature

Printed Signature

Phone Number

Email

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

***Instructions to form W-9 available upon request**

The contractor must complete and submit to the County Form W-9 available: Through the following link:

www.irs.gov/forms-pubs/about-form-w-9

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.

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

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/, listed under the bid attachments.

SECTION H – STATEMENT OF NO BID

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please complete this form. **Thank you.**

We, the undersigned have declined to submit a bid for No. 22-0282-B for SOD: Delivery, Pick-Up, and Installation.

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirement.
- _____ Specifications unclear (explain below).
- _____ Unable to Meet Insurance Requirements.
- _____ Remove Us from Your "Notification List" Altogether
- _____ Other (specify below).

REMARKS:

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

COMPANY EMAIL: _____

SECTION I – E-Verify Affidavit

APPENDIX 1 – E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: _____

Print Name: _____

Date: _____

Federal Work Authorization User Identification No.: _____

Name of Pinellas County Contract and Contract No.: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of 1) physical presence ___ or 2) online notarization ___, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public: _____

Name typed, printed, or stamped: _____

My Commission Expires: _____

**Attachment A -
SAMPLE SOD INSTALLATION WORK ORDER REQUEST FORM & MAP**

**SOD INSTALLATION
WORK ORDER REQUEST FORM**

DATE: 12/13/21

REQUESTED BY: Brian Phiscator

JOB SITE NAME/PHASE: Park Dr

JOB SITE ADDRESS: Park Dr between Evans Rd and Main St

WORK ORDER # (PLEASE PUT ON INVOICE): 766004

TYPE OF SOD REQUESTED: Bahia

ESTIMATED AMOUNT OF SOD REQUESTED: 3,000Sq. Ft.

JOB SITE CONTACT NAME/COUNTY REPRESENTATIVE: Brian Phiscator

JOB SITE CONTACT PHONE NUMBER: 727-422-3913

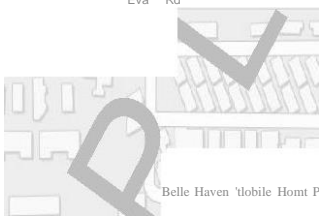
IF SLOPE IS LESS THAN 2:1, IS STAKING REQUESTED?: NO

ADDITIONAL JOB SITE SPECIFIC INSTRUCTIONS (add comments below) Failure by the Vendor to acquaint itself with any aspect of the Work order request or with any of the applicable conditions shall not relieve the vendor from responsibility for adequately evaluating the difficulty or successfully performing the Work under the request, nor shall it be considered the basis for any claim for additional time or compensation:

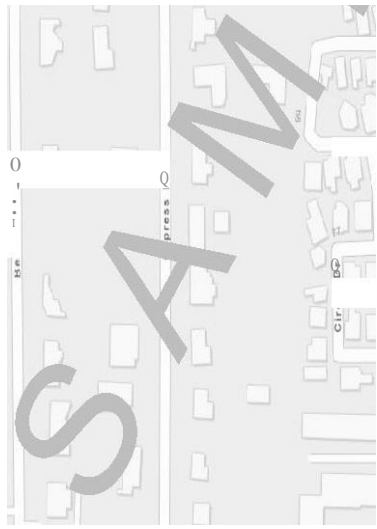
Evan Rd

Eva Rd

1111



Belle Haven Mobile Home Park



Elli Ot

Mu,ull Dr

B/WGCC
Outlet

1 U

2245
Main St

2298
State Road 580

Pain S

2388
State Road 580

2390
Main St

Y_0210023 371 Y 1251850 647

ATTACHMENT B-
SOD PICK UP LOCATION(S):

Address:	Address:
Phone:	Phone:
Address:	Address:
Phone:	Phone:

AGREEMENT

SAMPLE GOODS PURCHASE AGREEMENT

This Purchase Agreement is made as of ____ 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 or 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

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

AGREEMENT

EXHIBIT A

GOODS PRICE SCHEDULE