



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** August 4, 2009

**AGENDA ITEM NO.** 10.

**Consent Agenda**

**Regular Agenda**

**Public Hearing**

**County Administrator's Signature:**

**Subject:**

Award of Bid: Sale of Surplus Pine Straw  
Bid No. 089-0382-R (DM)

**Department:**

Utilities / Purchasing

**Staff Member Responsible:**

Tom Crandall / Joe Lauro

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE BID FOR SALE OF SURPLUS PINE STRAW TO CENTRAL FLORIDA MULCH, INC. (CENTRAL FLORIDA), BROOKSVILLE, FLORIDA, ON THE BASIS ON BEING THE ONLY RESPONSIVE, RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. THE BID IS ON FILE IN THE PURCHASING DEPARTMENT.

IT IS FURTHER RECOMMENDED THAT AFTER PROPER EXECUTION OF THE AGREEMENTS BY THE CONTRACTOR, AND AFTER WRITTEN APPROVAL AS TO FORM BY THE OFFICE OF THE COUNTY ATTORNEY, THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK BE AUTHORIZED TO ATTEST.

**Summary Explanation/Background:**

This is a revenue generating contract for the sale of surplus pine straw generated from the Cross Bar / Al Bar Ranch located in Pasco County, Florida. A mandatory prebid conference was held on June 10, 2009 at the Cross Bar / Al Bar Ranch with two (2) possible vendors attending. Notification of bid release was sent to 271 potential vendors with Central Florida being the only vendor responding to this contract solicitation. Having held the previous contract for six (6) years, the County has experience with Central Florida. The low bid response is directly attributable to a downturn in the pine straw industry due to overall economic conditions nationwide. According to the County's consulting forester, major buyers of pine straw are on the verge of going out of business and the demand for pine straw nationwide has fallen. Therefore, the net bid result is not unusual taking into consideration market conditions.

Central Florida has agreed to pay Pinellas County an annual amount of \$453,150.00 for 5.25 years (63 months) at a rate of \$37,762.50 per month. The contract shall be in effect for sixty-three (63) months from April 1, 2010 through June 30, 2015. The unusual term of sixty-three (63) months is to align the contract period with the pine straw harvesting season.

**Fiscal Impact/Cost/Revenue Summary:**

TOTAL REVENUE AMOUNT FOR SIXTY-THREE (63) MONTHS: \$2,379,037.50

**Exhibits/Attachments Attached:**

Agreement  
Contract Review  
Bid Tabulation

## AGREEMENT

**THIS AGREEMENT**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", represented by its Board of County Commissioners, and \_\_\_\_\_, hereinafter referred to as the "Contractor".

### WITNESSETH:

**WHEREAS**, County has previously determined that it has a surplus of pine straw; and

**WHEREAS**, County solicited competitive bids for the purchase of such pine straw pursuant to Pinellas County Invitation to Bid, Bid No. 089-0382-R (hereinafter Invitation to Bid or ITB); and

**WHEREAS**, County awarded the Bid to Contractor; and

**WHEREAS**, Contractor has represented that it is able to satisfactorily make the purchase according to the terms and conditions of the Invitation to Bid, which are incorporated herein by reference, and the terms and conditions contained herein; and

**NOW THEREFORE**, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to purchase from the County a surplus of pine straw, as requested and more specifically outlined in the Invitation to Bid, this Agreement and all subsequent official documents that form the Agreement Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Invitation to Bid.

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect for SIXTY <sup>-Three</sup> ~~(60)~~ <sub>63</sub> months from April 1, 2010 through June 30, 2015, and any extension thereof.

4. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this Agreement. No assignment or subcontracting shall be allowed without the 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 a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purpose of this Agreement.

6. Termination. Pinellas County reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to terminate.

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.

7. Compensation. Contractor shall pay County as specified in the Invitation to Bid Section B, paragraph 10.

8. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this Agreement.

9. Audit. The Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Invitation to Bid throughout the term of this Agreement. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Invitation to Bid, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the

"Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of Pinellas County.

14. 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 to be impossible of performance.

15. Documents Comprising Agreement. This Agreement for the sale of surplus pine straw, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Invitation to Bid and all of its addenda and attachments issued on \_\_\_\_\_;
- b. Contractor's Certificate of Insurance required in Section C of the Invitation to Bid;
- c. Contractor's Bonds, required in Section B of the Invitation to Bid
- d. Schedule of Payments; and
- e. Contractor's Bid

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the parties herein have executed this Agreement for the sale of surplus pine straw pursuant to Bid No. 089-0382-R as of the day and year first written above.

PINELLAS COUNTY, FLORIDA  
by and through its  
Board of County Commissioners

CONTRACTOR

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President (Signature)

\_\_\_\_\_  
President (Printed Name)

[Corporate Seal]

ATTEST:  
KEN BURKE

ATTEST:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
(Attesting Witness' name/title)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Office of the County Attorney



**PURCHASING DEPARTMENT  
CONTRACT REVIEW TRANSMITTAL SLIP**

CATS  
NO.: 29531

**PROJECT: Sale of Surplus Pine Straw**

---

**BID NUMBER: 089-0382-R (DM)** **REQ. NUMBER:**

---

**TYPE:**  Purchase Contract  **Other: Revenue**  Construction-Less than \$100,000  One Time

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Purchasing Contract Review Transmittal Slip below with your assessment and forward to the next Review Authority on the list. Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) reflecting the exact wording of the desired change(s).

**RISK MANAGEMENT:** Please enter required liability coverage on pages: Revenue  **PRODUCT ONLY**   
 This is an annual semi-annual/one-time requirement contract. Estimated Expenditure: **\$700,000.00**  
(circle or underline choice above)

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. Dorothy Milton, CPPB Procurement Analyst Joe Lauro, Director	4/28/09	<i>[Signature]</i>		
2.	Using Department Director: Tom Crandall, Utilities Trina Shisler, Contracts	5/5/09 5/4/9	<i>[Signature]</i> Trina Shisler for Wayman Bailey		

**Using Dept.: please check attached vendor list. Circle vendors to whom you want bids mailed. Add additional vendors with complete information (Name, Address, Phone, Fax, Email).**

3.	<u>Risk Management</u> Attn: Loretta Hunter <i>(Check applicable box at right)</i>	5/13/09	<i>[Signature]</i>		HIGH RISK  NOT HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams	5/11/09	<i>[Signature]</i>	See questions sent via email (attached)	
5.	<u>Asst. County Administrator</u> Attn: N/A				
6.	<u>Asst. County Administrator</u> Attn: Mark Woodard	5/12/09	<i>[Signature]</i>		
7.	<u>Legal</u> Attn: Michelle Wallace	5/12/09	<i>[Signature]</i>	Please prepare new agreement for sale of surplus straw.	Agreements Attached

**\*\*RETURN ALL DOCUMENTS TO PURCHASING\*\***

Make all inquiries to:	Dorothy Milton, CPPB, Procurement Analyst	at Extension 43152
In order to meet the following schedule, please return your requirements to Purchasing by: 05/08/09		

**Bid Tabulation**

**BID #: 089-0382-R (DM)**

**Bid Title : Sale of Surplus Pine Straw**

**Date & Time Due: June 23, 2009 @ 3:00pm**

Central Florida Mulch, Inc.		VENDOR 2	VENDOR 3	VENDOR 4	VENDOR 5	VENDOR 6	VENDOR 7	VENDOR 8
YEAR	ANNUAL PURCHASE PRICE PER YEAR	ANNUAL PURCHASE PRICE PER YEAR	ANNUAL PURCHASE PRICE PER YEAR	ANNUAL PURCHASE PRICE PER YEAR	ANNUAL PURCHASE PRICE PER YEAR	ANNUAL PURCHASE PRICE PER YEAR	ANNUAL PURCHASE PRICE PER YEAR	ANNUAL PURCHASE PRICE PER YEAR
1	\$ 453,150.00							
2	\$ 453,150.00							
3	\$ 453,150.00							
4	\$ 453,150.00							
5	\$ 453,150.00							
3 Months	\$ 113,287.50							
TOTAL REVENUE:	\$ 2,379,037.50							